

**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at the Long Beach School District Central Office, 19148 Commission Road, in said City at 5:30 p.m. it being the first Tuesday in June, 2008, and the same being the time, date and place fixed by Laws of Mississippi and Ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said Board and at the meeting the following named persons: Aldermen Allen D. Holder, Jr., Charles Boggs, Richard Notter, Richard Burton, Joseph McNary, Mark Lishen, Carolyn Anderson, City Clerk Rebecca E. Schruff and City Attorney Frank R. McCreary, III.

Mayor William Skellie, Jr., was out of the country and absent the meeting.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

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The meeting was called to order and Alderman Holder chaired the meeting, serving in his capacity as Mayor Pro-Tempore.

\*\*\*\*\*

There were no announcements, presentations or proclamations.

\*\*\*\*\*

Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to suspend the rules and amend the Municipal Docket to include Roddy Circle drainage under Item XII; NEW BUSINESS; Drainage Ditch South of High School.

\*\*\*\*\*

The Mayor Pro-Tempore recognized Jason Self to discuss his request for hook-up to city water and sewer.

\*\*\*\*\*

Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated May 20, 2008, as submitted.

\*\*\*\*\*

Alderman Notter made motion seconded by Alderman Boggs and unanimously carried to schedule a public hearing, July 15, 2008, at 5:30 p.m., on an application for Special Exception Use to operate a message therapy home occupation, 220 Clower Avenue, as submitted by James and Judith Zugg.

\* \* \* \* \*

**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

Alderman Lishen made motion seconded by Alderman McNary and unanimously carried to approve the May 22, 2008, Planning Commission minutes, as submitted, noting for the record a letter from Rick Harris, stating that he would not proceed with any further proceedings on his request for zoning change denied by the Planning Commission.

\*\*\*\*\*

Alderman McNary made motion seconded by Alderman to approve payment of invoices as listed in Docket of Claims number 060308.

\* \* \*

Alderman Boggs offered substitute motion seconded by Alderman Notter to approve payment of invoices as listed in Docket of Claims number 060308 with exception to invoice number 1305, Alabama Emergency Response and Recovery, in the amount of \$15,507.00.

The question being put to a roll call vote by the Mayor Pro-Tempore, the result was as follows:

Alderman Richard Notter	voted	Aye
Alderman Richard Burton	voted	Aye
Alderman Charles Boggs	voted	Aye
Alderman Carolyn Anderson	voted	Nay
Alderman Allen D. Holder, Jr.	voted	Present, Not Voting
Alderman Mark Lishen	voted	Nay
Alderman Joseph McNary	voted	Nay

The question having received the TIE vote of the Aldermen present and voting, the Mayor Pro-Tempore cast a NEGATIVE vote and declared the motion NOT CARRIED.

\* \* \*

The question on the original motion to approve payment of invoices as listed in Docket of Claims number 060308 carried upon the Affirmative voice vote of all the Aldermen present and voting.

\* \* \*

Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to approve funding for Cruisin' the Coast® in the amount of \$8,500.00, authorizing the City Clerk to issue a municipal warrant.

\*\*\*\*\*

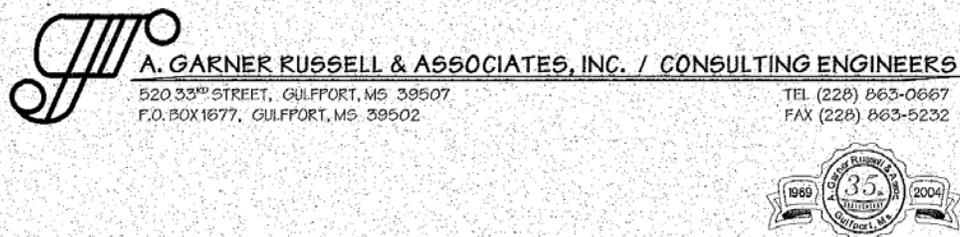
**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

Alderman Notter made motion seconded by Alderman McNary to extend the Proclamation of Civil Emergency – Hurricane Katrina, to protect and preserve the public health and safety of the community.

The motion carried upon the affirmative voice of a majority of the Aldermen present and voting with Alderman Burton voting Nay.

\*\*\*\*\*

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:



May 28, 2008

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Proposed Change Order Number 1 –  
Repairs to Long Beach Smallcraft Harbor – Phase III**

Gentlemen:

During the performance of this work at the Long Beach Harbor, a significant amount of unsuitable material, mostly rip-rap and other debris, was discovered during the placement of formwork for construction of a sidewalk. In order to fairly compensate the Contractor for his costs, we negotiated the terms of the attached change order with him. This change order provides a single lump sum fee for the removal of all unsuitable materials and the reuse of any usable materials, and a per cubic yard price for the placement of a Select Backfill for the base of the sidewalk. The per cubic yard price will only be reimbursed to the Contractor based on actual quantities placed and accepted.

We have photographic evidence of the nature of the unsuitable material for presentation to FEMA and we see no reason that they would not find the reasoning and negotiated prices eligible for reimbursement for this change order. We therefore recommend approval of this change order so that work may continue on-site.

Sincerely,

David Ball, P.E.

DB:1775-III  
Enclosure

**Minutes of June 3, 2008  
Mayor and Board of Aldermen**

**CHANGE ORDER**

No. 1

Dated 5/27/2008

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Owner's Project No. \_\_\_\_\_ Engineer's Project No. 1775-III  
Project Rip-Rap and Slope Paving, Long Beach Harbor  
Owner City of Long Beach

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Contractor Vice Construction Contract Date 1/16/2008  
Contract For Entire Project

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To: Vice Construction Contractor: \_\_\_\_\_  
You are directed to make the changes noted below in the subject contract:  
Owner City of Long Beach  
By \_\_\_\_\_  
Date \_\_\_\_\_

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**Nature of the Change**

Adjust Contract Quantities to conform with completed construction.

1. Add pay item to remove and dispose of unsuitable materials excavated from sidewalk trench.
2. Add pay item for select backfill to replace unsuitable material within sidewalk trench.

Enclosures:

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The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	<u>\$ 295,797.00</u>
Contract Price Prior to This Change Order	<u>\$ 295,797.00</u>
Net (Increase) (Decrease) Resulting from this Change Order	<u>\$ 2,600.00</u>
Current Contract Price Including This Change Order	<u>\$ 298,397.00</u>



**Minutes of June 3, 2008  
Mayor and Board of Aldermen**

ATTACHMENT TO CHANGE ORDER NO. 1		PROJECT NO. 1775-III						
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT EXTENSION	QUANTITY THIS C.O.	EXTENSION THIS C.O.	QUANTITY TO DATE	EXTENSION TO DATE
400-A	DEMOLITION	1 LS	\$20,290.00	\$ 20,290.00	0	\$ -	1	\$ 20,290.00
470-A	SLOPE PAVING (IN PLACE)	1,050 CY	\$138.50	\$ 145,425.00	0	\$ -	1050	\$ 145,425.00
480-A	RIP-RAP (IN PLACE)	2,443 TONS	\$34.00	\$ 83,062.00	0	\$ -	2443	\$ 83,062.00
510-A	LIMESTONE ROAD BASE RESTORATION	400 SY	\$4.15	\$ 1,660.00	0	\$ -	400	\$ 1,660.00
510-B	CONCRETE SIDEWALK RESTORATION	500 SY	\$83.00	\$ 41,500.00	0	\$ -	500	\$ 41,500.00
510-C	SAWCUT JOINT	100 EA	\$16.50	\$ 1,650.00	0	\$ -	100	\$ 1,650.00
530-A	MAINTENANCE OF TRAFFIC	1 LS	\$2,210.00	\$ 2,210.00	0	\$ -	1	\$ 2,210.00
C01-1	SELECT BACKFILL (CLASS 9)	0 CY	\$14.00	\$ -	150	\$ 2,100.00	150	\$ 2,100.00
C01-2	REMOVAL OF UNSUITABLE MATERIAL	0 LS	\$500.00	\$ -	1	\$ 500.00	1	\$ 500.00
<b>TOTALS</b>				\$ 295,797.00	\$ 2,600.00	\$ 298,397.00		

Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve Change Order Number 1, Repairs to Long Beach Smallcraft Harbor, Phase III, Vice Construction, Inc., as set forth above.

\*\*\*\*\*

There came on for consideration a letter with attachment from City Engineer David Ball, as follows:

Minutes of June 3, 2008  
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33<sup>RD</sup> STREET, GULFPORT, MS 39507  
P.O. BOX 1677, GULFPORT, MS 39502

TEL (228) 863-0667  
FAX (228) 863-5232



May 27, 2008

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Amendment No. 3-A to the Master Agreement  
Repairs to Long Beach Harbor**

Gentlemen:

We've attached a proposed amendment to the Master Agreement between the City and A. Garner Russell & Assoc., Inc. The purpose of this amendment is to provide additional funds for our Professional Services to the City for the engineering services in the Long Beach Harbor.

The fee we have proposed in this amendment is in agreement with the FEMA Project Worksheet for the project, so we see no reason to expect that all of the expenses associated with this Contract Amendment would not be eligible for 100% reimbursement by FEMA.

Sincerely,

David Ball, P.E.

DB:1775  
Enclosure

**Minutes of June 3, 2008  
Mayor and Board of Aldermen**

**AMENDMENT NUMBER 3-A TO  
MASTER AGREEMENT BETWEEN  
CITY OF LONG BEACH  
AND  
A. GARNER RUSSELL & ASSOCIATES, INC.  
HURRICANE KATRINA PERMANENT REPAIRS  
(REPAIRS TO LONG BEACH HARBOR)**

WHEREAS, the City of Long Beach Mississippi (OWNER) and A. Garner Russell & Associates, Inc. (ENGINEER) have heretofore entered into an amendment to the Master Agreement dated May 3, 2006, for the performance of professional services to the City described as the engineering services relating to a project or projects consisting of the reconstruction of the Long Beach Harbor to restore it to its condition prior to Hurricane Katrina, said amendment bearing the date of July 27, 2006, and

WHEREAS, said amendment provided that total services under that agreement would not exceed \$70,000 without further authorization, and

WHEREAS, the total amount billed for engineering services for the related work is nearing 95% of that \$70,000 "upset amount", and

WHEREAS, there is still extensive reconstruction remaining in the Harbor, including the reconstruction of the fuel facility, the north shore bulkhead, and the fishing piers,

The parties to the Amendment now mutually further agree as follows:

- A. The total of all fees billed under this Amendment as BASIC SERVICES will not exceed \$92,574 without further authorization. This is based on the now current FEMA Project Worksheet estimate for engineering costs.

OWNER:	ENGINEER:
<u>CITY OF LONG BEACH, MISSISSIPPI</u>	<u>A. GARNER RUSSELL &amp; ASSOCIATES, INC.</u>
By: _____ William Skellie, Jr.	By: <u>M. Scott Burge</u> M. Scott Burge, P.E.
Title: <u>Mayor</u>	Title: <u>President</u>
Date Signed: _____	Date Signed: <u>5-27-08</u>

Based upon the recommendation of Mr. Ball, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve Amendment Number 3-A, Master Agreement, Repairs to Long Beach Harbor, A. Garner Russell & Associates, Inc., as set forth above.

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There came on for consideration a request for water and sewer hook-up on the north side of 28<sup>th</sup> Street, outside the city limits, as follows:



**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

There came on for consideration a request to purchase FEMA reimbursable recreation equipment, as follows:

**This request pertains to a FEMA-reimbursable purchase that replaces sporting equipment lost due to flood at the old gymnasium /recreation center site (FEMA project worksheet 208)**

**Academy Sports has the equipment we need at the best price.**

**They do not take purchase orders, so we are requesting a check for the amount.**

Minutes of June 3, 2008  
 Mayor and Board of Aldermen

MAY-27-2008 14:49

ACADEMY-58

2285394317

P.02/02



ACADEMY @ GULFPORT, MS 228-539-4144

134313 SALE 05/27/08 14:21  
 4158 0058 204

ON JET EVOLVER / 4379756  
 1 for 39.99 MDS 479.88  
 ON EVO HS GAME / 13438999  
 1 for 39.99 MDS 479.88  
 1000 YOUTH BA / 7657752  
 1 for 14.99 MDS 194.87  
 SON K-2 GAME BA / 3280633  
 1 for 32.99 MDS 98.97  
 SON TOJ FOOTBALL / 4435046  
 1 for 32.99 MDS 98.97  
 COMPOSITE FOOT / 9012881  
 1 for 24.99 MDS 49.98  
 SON H.S. GAME B / 6595136  
 1 for 49.99 MDS 49.99  
 BOK LEATHER JUM / 2946943  
 1 for 9.99 MDS 139.86  
 CER SPORT UTILITY / 3385943  
 1 for 3.99 MDS 35.91  
 AIR DISC / 0346765  
 1 for 2.99 MDS 8.97  
 OBIE 10" FLYER / 1290956  
 1 for 5.99 MDS 17.97  
 ISTER FLYING DIS / 11119633  
 1 for 6.99 MDS 27.96  
 SON TRADITIONAL / 5332946  
 1 for 8.99 MDS 26.97  
 SON TRADITIONAL / 5332994  
 1 for 8.99 MDS 35.96  
 EURO 2008 REPLI / 14550651  
 1 for 17.99 MDS 17.99  
 MPETITIVE CLASS / 12119939  
 1 for 14.99 MDS 119.92  
 AVA DELUXE SOCCER / 13385612  
 1 for 79.99 MDS 239.97  
 MPEST T/T PADDLE / 5692231  
 1 for 16.99 MDS 41.94  
 ASH T/T PADDLE / 5692215  
 1 for 12.99 MDS 29.90  
 ANDFACE T/T PADDL / 5692207  
 1 for 1.99 MDS 19.90  
 RKLN-SPORT TENTE / 1709310  
 1 for 1.99 MDS 19.90  
 AW CALIBRE BALL / 14311559  
 3 @ 1 for 29.99 MDS 89.97  
 S 08 11" LL SLV LY / 12864054  
 3 @ 1 for 24.99 MDS 74.97  
 I 08 11"FP 40440 / 8261281  
 3 @ 1 for 21.99 MDS 65.97

RIF-BASEBALL LEVEL / 2321826  
 19 @ 1 for 3.29 MDS 62.51  
 MINZUNO OB ICE YTH / 12943395  
 3 @ 1 for 26.99 MDS 80.97  
 11" .47COR ASA/H.S. / 7763790  
 37 @ 1 for 3.99 MDS 147.63  
 12" .47 ASA/H.S. R / 7763840  
 48 @ 1 for 3.99 MDS 191.52  
 PRO STIX TRAINING / 7529894  
 9 @ 1 for 4.99 MDS 44.91  
 WHIFFLE BASEBALL 6 / 13386453  
 4 @ 1 for 3.99 MDS 15.96  
 CHAMPIONSHIP REGUL / 6438560  
 3 @ 1 for 2.29 MDS 6.87  
 YOUTH SCRIMMAGE VE / 10626273  
 19 @ 1 for 3.99 MDS 78.81  
 KICK BALL - WAKA / 9706391  
 4 @ 1 for 7.99 MDS 31.96  
 5 PIECE THROW DOWN / 13386347  
 1 @ 1 for 7.99 MDS 7.99  
 IGL-SGL MAXCOLD/IC / 8653586  
 3 @ 1 for 24.99 MDS 74.97  
 BUBBA KEG 3840Z (3 / 11868189  
 4 @ 1 for 29.99 MDS 119.96  
 99 NONTAXABLE TOTAL  
 TOTAL 3,452.58

Cash 3,452.58  
 Trampoline 3 @ 3883 15532  
 The Right Stuff The Low Price

3,607.90

APPLY NOW FOR AN ACADEMY CREDIT CARD!



5/27/08 14:24



Academy  
 SPORTS+OUTDOORS

Matt Smith  
 Store Director

15130 Crossroads Parkway  
 Gulfport, Mississippi 39503  
 www.academy.com

Phone: 228.831.5260  
 Fax: 228.539.4317

TOTAL P.02

**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Cost Estimate Continuation Sheet				O.M.B. No. 3067-0151 Expires April 30, 2001	
DECLARATION NO.	PROJECT NO.	FIPS NO.	DATE	CATEGORY	
FFMA- 1604-DR- MS	LB-208	047-41680-00	12/15/05	G	
ICANT OF LONG BEACH		COUNTY HARRISON			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNI	UNIT PRICE	COST
<b>Work to Be Completed (Continued)</b>					
7	9999	Replace Acoustical Ceiling	1032 / SF		
8	9999	Replace Ceiling Batt Insulation	1032 / SF	\$2.44	\$2,518.08
9	9999	Replace Wood Doors (Solid Core)	7 / EA	\$1.23	\$1,269.36
10	9999	Replace Hollow Metal Frames	7 / EA	\$201.25	\$1,408.75
11	9999	Replace Finished Door Hardware	7 / EA	\$181.25	\$1,268.75
12	9999	Replace Metal Doors	3 / EA	\$363.75	\$2,546.25
13	9999	Replace 3' x 6' Wood Windows	7 / EA	\$312.50	\$937.50
14	9999	Replace 2' x 8' Aluminum Windows	4 / EA	\$512.50	\$2,050.00
15	9999	Replace Vinyl Composition Tile (VCT) Floor	3 / EA	\$587.50	\$1,762.50
16	9999	Replace Cove Base	10000 / SF	\$2.05	\$20,500.00
17	9999	Replace Flush Toilets	800 / LF	\$2.23	\$1,784.00
18	9999	Replace Urinal	2 / EA	\$743.75	\$1,487.50
19	9999	Replace Sink with Countertop	1 / EA	\$781.25	\$781.25
20	9999	Replace Mirrors (2)	2 / EA	\$625.00	\$1,250.00
21	9999	Replace Metal Toilet Partition	30 / SF	\$17.19	\$515.70
22	9999	Paint - Drywall	2 / EA	\$787.50	\$1,575.00
23	9999	Paint - Plywood	3800 / SF	\$0.71	\$2,698.00
24	9999	Paint - Metal Siding	1920 / SF	\$1.28	\$2,457.60
25	9999	Replace Basketball Balls	1360 / SF	\$1.13	\$1,536.80
26	9999	Replace Football Balls	29 / EA	\$40.00	\$1,160.00
27	9999	Replace Football Helmets	6 / EA	\$50.00	\$300.00
28	9999	Replace Jump Ropes	7 / EA	\$42.00	\$294.00
29	9999	Replace Assorted Small Orange Cones	12 / EA	\$12.00	\$144.00
30	9999	Replace Frisbee	24 / EA	\$1.50	\$36.00
31	9999	Replace Soft Battle Balls	13 / EA	\$3.95	\$51.35
32	9999	Replace Tug of War Rope	24 / EA	\$9.83	\$235.92
33	9999	Replace Soccer Balls	1 / EA	\$59.00	\$59.00
34	9999	Replace Volleyball Balls	10 / EA	\$8.00	\$80.00
35	9999	Replace Volleyball Balls	8 / EA	\$15.00	\$120.00
36	9999	Replace Set of Portable Volleyball Nets with Stands	2 / EA	\$800.00	\$1,600.00
37	9999	Replace Small Soccer Nets	2 / EA	\$110.00	\$220.00
38	9999	Replace Hockey Sticks	12 / EA	\$5.95	\$71.40
		Replace Floor Hockey Pucks	4 / EA	\$2.75	\$11.00
<i>Continued</i>					
<b>TOTAL COST</b>					
PREPARED BY: LIPING HAN					

EMA Form 60-91B, SEP 98

**Minutes of June 3, 2008**  
**Mayor and Board of Aldermen**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Cost Estimate Continuation Sheet				O.M.B. No. 3067-0151 Expires April 30, 2001	
DECLARATION NO.	PROJECT NO.	FIPS NO.	DATE	CATEGORY	
A- 1604-DR- MS	LB-208	047-41680-00	12/15/05	G	
APPLICANT CITY OF LONG BEACH		COUNTY HARRISON			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNI	UNIT PRICE	COST
<b>Work to Be Completed (Continued)</b>					
39	9999	Replace Floor Hockey Balls	2 / EA	\$3.95	\$7.90
40	9999	Replace Set of Goalie Gear	2 / EA	\$200.00	\$400.00
41	9999	Replace Portable Ping Pong Tables	2 / EA	\$550.00	\$1,100.00
42	9999	Replace Ping Pong Paddles	8 / EA	\$11.50	\$92.00
43	9999	Replace Box of Ping Pong Balls	4 / EA	\$4.95	\$19.80
44	9999	Replace Baseball Bats	4 / EA	\$24.00	\$96.00
45	9999	Replace Baseball Glove	11 / EA	\$25.00	\$275.00
46	9999	Replace Baseball Balls	24 / EA	\$2.67	\$64.08
47	9999	Replace Softball Bats	3 / EA	\$26.00	\$78.00
48	9999	Replace 11" Fast Pitch Softball Balls	36 / EA	\$4.17	\$150.12
49	9999	Replace 12" Fast Pitch Softball Balls	48 / EA	\$4.00	\$192.00
50	9999	Replace Wiffleball Bats	4 / EA	\$12.00	\$48.00
51	9999	Replace Wiffleball Balls	9 / EA	\$1.00	\$9.00
52	9999	Replace Tennis Balls	9 / EA	\$0.77	\$6.93
	9999	Replace Vests	24 / EA	\$3.25	\$78.00
54	9999	Replace Rag Balls	6 / EA	\$4.17	\$25.02
55	9999	Replace Small Trampoline	1 / EA	\$170.00	\$170.00
56	9999	Replace 8' Plastic Folding Tables <i>PO#531 03/04/08</i>	14 / EA	\$130.00	\$1,820.00
57	9999	Replace 8' Plastic Folding Tables <i>" "</i>	11 / EA	\$100.00	\$1,100.00
58	9999	Replace 8' Brown Wood Folding Tables <i>" "</i>	7 / EA	\$127.00	\$889.00
59	9999	Replace Fold Up Chairs <i>P.O. 530 03/04/08</i>	92 / EA	\$14.00	\$1,288.00
60	9999	Replace Set of Shelving Units	4 / EA	\$215.00	\$860.00
61	9999	Replace Spare 1000 Watts Light Bulbs <i>429-08808 175 P.O. 825</i>	9 / EA	\$40.00	\$360.00
62	9999	Replace Spare 1500 Watts Light Bulbs <i>P.O. 825</i>	8 / EA	\$45.00	\$360.00
63	9999	Replace Spare 1000 Watts Light Units <i>P.O. 1350 ordered Mont. Aug 22 07</i>	4 / EA	\$400.00	\$1,600.00
64	9999	Replace Bags of Fertilizer <i>02-28-08 #488 Loves</i>	6 / EA	\$5.33	\$31.98
65	9999	Replace Bags of Ant Killer <i>P0488 Loves 2-28-08</i>	12 / EA	\$1.17	\$14.04
66	9999	Replace Spare Timer Unit for Sprinkler System	1 / EA	\$80.00	\$80.00
67	9999	Replace Spare Sprinkler Heads	6 / EA	\$8.00	\$48.00
68	9999	Replace Set of Bases for O'Malley Field	1 / EA	\$159.00	\$159.00
69	9999	Replace Spare Pitching Rubber	2 / EA	\$32.00	\$64.00
70	9999	Replace Jugs Pitching Machine in Box	1 / EA	\$1,695.00	\$1,695.00
		<i>Continued</i>			
				<b>TOTAL COST</b>	
PREPARED BY: LIPING HAN					

FEMA Form 90-91B, SEP 98

**Minutes of June 3, 2008  
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FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Cost Estimate Continuation Sheet				O.M.B. No. 3067-0151 Expires April 30, 2001	
DECLARATION NO.	PROJECT NO.	FIPS NO.	DATE	CATEGORY	
A- 1604-DR- MS	LB-208	047-41680-00	12/15/05	G	
APPLICANT CITY OF LONG BEACH		COUNTY HARRISON			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNI	UNIT PRICE	COST
<b>Work to Be Completed (Continued)</b>					
71	9999	Replace Set of Badminton Nets and Rackets	1 / EA	\$84.00	\$84.00
72	9999	Replace Kick Balls	3 / EA	\$10.00	\$30.00
73	9999	Replace Set of Indoor Throw Down Bases	1 / EA	\$10.00	\$10.00
74	9999	Replace Water Cooler (5 Gallon)	2 / EA	\$70.00	\$140.00
75	9999	Replace Water Cooler (2.5 Gallon)	2 / EA	\$28.00	\$56.00
76	9999	Replace Air Pump	1 / EA	\$34.00	\$34.00
77	9999	Replace Window A/C Unit <i>POR24 05/04/08 SAMS</i>	2 / EA	\$550.00	\$1,100.00
78	9999	Replace Stand Up Locker	1 / EA	\$225.00	\$225.00
79	9999	Replace File Cabinet	2 / EA	\$87.50	\$175.00
80	9999	Replace Office Desk	1 / EA	\$500.00	\$500.00
81	9999	Replace Computer Desk	1 / EA	\$325.00	\$325.00
82	9999	Replace Office Chairs <i>P.O. 530 03-04-08</i>	3 / EA	\$133.00	\$399.00
83	9999	Replace Computer	1 / EA	\$600.00	\$600.00
84	9999	Replace Printer/Fax/Copier	1 / EA	\$175.00	\$175.00
	9999	Replace Wet Dry Vacume <i>Loves PO 488 02-28-08</i>	1 / EA	\$130.00	\$130.00
86	9999	Replace Scoreboard Control	1 / EA	\$375.00	\$375.00
87	9999	Replace Wall Clock	1 / EA	\$10.00	\$10.00
88	9999	Replace Staplers	2 / EA	\$4.00	\$8.00
89	9999	Replace 3-hole Punch	1 / EA	\$8.00	\$8.00
90	9999	Replace 12-section Mail Box <i>Loves PO 488 2-28-08</i>	1 / EA	\$68.00	\$68.00
91	9999	Replace Key Box	1 / EA	\$132.00	\$132.00
92	9999	Replace Set of New Door Knobs	4 / EA	\$20.25	\$81.00
93	9999	Replace Tool Box with Assorted Tools <i>P.O. #570</i>	1 / EA	\$250.00	\$250.00
94	9999	Replace Case of Toilet Paper	1 / EA	\$65.00	\$65.00
95	9999	Replace Case of Paper Towels	1.5 / EA	\$47.00	\$70.50
96	9999	Replace Pack of Copy Paper	4 / EA	\$6.25	\$25.00
97	9999	Replace Office Trash Can <i>P.O. 488 Loves 2-28-08</i>	1 / EA	\$12.00	\$12.00
98	9999	Replace Pens, Pencils and Other Office Supplies	1 / LS	\$30.00	\$30.00
99	9999	Replace Refrigerator <i>P.O. 488 Loves 2-28-08</i>	1 / EA	\$600.00	\$600.00
100	9999	Replace Freezer <i>P.O. 488 Loves 2-28-08</i>	1 / EA	\$450.00	\$450.00
101	9999	Replace Stand Up Glass Refrigerator	1 / EA	\$1,500.00	\$1,500.00
102	9999	Replace Microwave Oven	1 / EA	\$90.00	\$90.00
<i>Continued</i>					
<b>TOTAL COST</b>					
PREPARED BY: LIPING HAN					

FEMA Form 90-91B, SEP 98

Upon discussion, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to approve the purchase of recreation equipment as set forth above, authorizing the City Clerk to issue a municipal warrant for same.

\*\*\*\*\*

Alderman Notter made motion seconded by Alderman Lishen and unanimously carried to include discussion on the Fiscal Year 2008-2009 Budget at the work session scheduled for Tuesday, June 10, 2008, at 5:30 p.m.

\*\*\*\*\*

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Upon discussion of voting precincts for Wards 1, 2, and 3, the Clerk was directed to contact the United Methodist Church for Ward 1 and USM-Gulf Park for Ward 3 for a report at the next regular meeting, June 17, 2008. The Library will be utilized as the voting precinct for Ward 2.

\*\*\*\*\*

After considerable discussion, Alderman Boggs made motion seconded by Alderman Notter and unanimously carried to approve the Memorandum of Agreement by and between The Mississippi Transportation Commission and The City of Long Beach, Mississippi, as follows:

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE MISSISSIPPI TRANSPORTATION COMMISSION**  
**AND**  
**City of Long Beach, Mississippi**

THIS MEMORANDUM OF AGREEMENT ("AGREEMENT") is made and entered into by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi ("COMMISSION"), acting by and through the duly-authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and City of Long Beach, Mississippi, ("USER"). This AGREEMENT identifies the terms of use and responsibilities of both parties for the sharing of resources between the COMMISSION and the USER for one or more of the following Intelligent Transportation System (ITS) resources: Fiber and Conduit, Wireless Equipment and Towers, Center to Center (C2C) Connectivity and Information Sharing, Closed Circuit Television (CCTV), and Dynamic Message Signs (DMS), effective as of the date of latest execution below.

WHEREAS, COMMISSION and USER agree that neither Party shall adjust, align, repair, relocate, or remove the other Party's equipment, except as expressly authorized by the other Party.

WHEREAS, COMMISSION and USER understand and agree that the resources exchanged by this AGREEMENT involve benefits, both tangible and intangible, that may not be equal but that are valuable and beneficial to the parties.

The provisions of this AGREEMENT are provided to ensure that the resources are used in compliance with the COMMISSION's and the USER's policies for the particular resources being shared.

**WITNESSETH:**

**FIBER AND CONDUIT**

WHEREAS, COMMISSION and USER recognize the value of system-wide and regional real-time traveler information systems and traffic/incident management systems; and have determined that a fiber optic communication network helps provide the needed infrastructure for implementing system-wide and regional real-time traveler and traffic/incident management systems; and have installed or may install fiber optic cable and/or conduit for their respective use; and agree that if such cable and/or conduit is not fully utilized, that unutilized fiber optic cable and/or conduit ("Excess Fiber") may be made available, under the terms and conditions of this AGREEMENT, for utilization by the other Party; and have and will continue to construct noncontiguous roadway segments; and each recognizes the benefit of utilizing the other Party's rights-of-way to connect noncontiguous sections of its own fiber optic network; and both acknowledge each to the other that the utilization of Excess Fiber in the right-of-way of the other is valuable and cannot be calculated in dollars; and

WHEREAS, COMMISSION and USER agree that this AGREEMENT grants the use of specific segments of COMMISSION fibers to USER for its use in connecting noncontiguous sections of USER's fiber optic network; and that this AGREEMENT also grants the use of specific segments of USER fibers to COMMISSION for its use in connecting noncontiguous sections of COMMISSION's fiber optic

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network; and that specific segments, the details on the fiber, and its use are shown in Appendix A: Fiber Resource Details; and

### WIRELESS EQUIPMENT AND TOWERS

WHEREAS, COMMISSION and USER recognize the value of system-wide and regional real-time traveler information systems and traffic/incident management systems; and have determined that wireless equipment and/or towers help provide the needed infrastructure for implementing system-wide and regional real-time traveler and traffic/incident management systems; and have installed or may install wireless equipment and/or towers for their respective use; and agree that if such equipment and/or towers are not fully utilized, that unutilized wireless capacity or tower space ("Excess Wireless") may be made available, under the terms and conditions of this AGREEMENT, for utilization by the other Party.

WHEREAS, COMMISSION and USER agree that this AGREEMENT grants the use of COMMISSION wireless equipment and/or towers to USER for its use in connecting noncontiguous sections of USER's network; and that this AGREEMENT also grants the use of USER wireless equipment and/or towers to COMMISSION for its use in connecting noncontiguous sections of COMMISSION's network; and that specific segments, the details on the wireless equipment and/or towers, and their use are shown in Appendix B: Wireless Equipment and Tower Details; and

WHEREAS, COMMISSION and USER agree that this AGREEMENT grants each Party reasonable access to a tower site for installation, service and maintenance of the equipment. The details regarding equipment cabinet locations, antenna height, and responsibility for power service shall be outlined in Appendix B; and

### CENTER to CENTER (C2C) CONNECTIVITY AND INFORMATION SHARING

WHEREAS, COMMISSION and USER recognize the value of system-wide and regional real-time traveler information systems and traffic/incident management systems; and have determined that a C2C communication network helps provide the needed infrastructure for sharing system-wide and regional real-time traveler information, closed circuit television (CCTV), and traffic/incident management systems; and

WHEREAS, COMMISSION and USER agree that a C2C network will be connected via resources detailed in Appendix C: The Center to Center (C2C) Connectivity Resource Details. Fiber optic cable and conduit use will be governed by the Fiber and Conduit Section of this AGREEMENT; and

WHEREAS, COMMISSION and USER agree that all equipment used for a C2C link will be identified and listed in Appendix B; and that each Party will be responsible for and will manage equipment it owns which is used to operate the C2C connection unless otherwise stated in Appendix B. Each Party will be responsible to make enough space available in its own equipment room for equipment needed for C2C connection(s). Access to C2C equipment will be granted to an equipment-owning or -managing Party within twenty four (24) hours of a written request being made to the Party where the equipment is located by the equipment-owning or -managing Party; and

WHEREAS, COMMISSION and USER agree that data shared via a C2C connection will be listed by Type, Description, and Limitations, if any, in Appendix B.

WHEREAS, COMMISSION and USER agree that should any networking equipment impact either Party's operation in any way, the responsible Party shall immediately remedy the situation in a manner satisfactory to the other Party; and that failure to remedy transmitting equipment impact or to comply with

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any licensing requirement(s) shall, at either Party's option, result in immediate termination of this AGREEMENT.

### CLOSED CIRCUIT TELEVISION (CCTV)

WHEREAS, COMMISSION and USER have determined that sharing of video from their respective CCTV cameras will provide additional information and resources in order for each Party to better provide regional real-time traveler and traffic/incident management information to the traveling public; and

WHEREAS, COMMISSION and USER each agree to allow the other Party to control the pan, tilt, and zoom capabilities of selected CCTV cameras, detailed in Appendix D according to these operational procedures; and

WHEREAS, COMMISSION and USER agree that the owning Party will maintain an override capability of these pan, tilt, and zoom functions as follows:

If any transmitting equipment impacts a Party's operation in any way, the other Party shall immediately remedy the situation in a manner satisfactory to the other Party. Failure to remedy transmitting equipment impact or to comply with any licensing requirement(s) shall, at either Party's option, result in immediate termination of this AGREEMENT; and

Use and/or control of a video source by one Party shall not prohibit use and/or control by the owning Party. If incidental conflict occurs, the first remedy will be notification by the owning Party to the other Party that current use and/or control (viewing and/or control) is disrupting or will disrupt Traffic Management Center (TMC) operations, and the other Party must take corrective action or stop said use and/or control.

### DYNAMIC MESSAGE SIGNS (DMS)

WHEREAS, COMMISSION and USER agree that sharing of DMS for the purpose of displaying messages for traffic conditions, incident information, Amber Alerts, and safety information would be beneficial to both parties and the public, which shared use will allow DMS of one Party to alert travelers of situations and incidents in area(s) managed by the other Party; and

WHEREAS, COMMISSION and USER agree that the DMS to be shared are detailed in Appendix E; and

WHEREAS, COMMISSION and USER agree that the owning Party shall provide an approved message library so that only approved messages will be displayed on the other party's DMS. Approval of any messages not included in the approved message library shall be obtained in writing prior to addition to the library and/or to the use of such messages; and

WHEREAS, COMMISSION and USER agree that the owning Party shall determine priority levels of incident messages and alerts so that, if both parties need to display messages on the same sign at the same time, the owning Party determines priority level and which message(s) will be displayed and the necessary time period; and

WHEREAS, COMMISSION and USER agree that use and/or control of a DMS by a requesting Party shall not prohibit use and/or control by the owning Party, and that in the case of a conflict, the first remedy will be a notification by the owning Party to the other Party that current use (viewing and/or

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control) is disrupting or will disrupt TMC operations and that the other Party must take immediate corrective action;

### PROCESSES

NOW, THEREFORE, for and in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMMISSION and USER each agree to abide by the following processes for obtaining, maintaining, and modifying the use of the other Party's System Resources (i.e. Fiber and Conduit, Wireless Equipment and Towers, C2C Connectivity and Information Sharing, CCTV, and DMS) and Excess Fiber and Excess Wireless, as defined in this AGREEMENT as follows:

1. **Amendments.**

Any revision to this Memorandum of Agreement shall be an Amendment made by Supplemental Agreement and shall require the written approval of both Parties.

2. **Appendix Modification.**

Appendices to this Memorandum of Agreement list the specific resources covered by this AGREEMENT and specify which Party is responsible for each resource. Each Appendix may be modified by signature(s) of each of the Designated Agent(s) of each Party to the AGREEMENT. However, addition of a new Appendix and/or deletion of an entire Appendix constitutes a revision to this AGREEMENT and shall be considered an Amendment under Section 1 above.

3. **Request for Use of ITS Resources**

a. **COMMISSION:** The COMMISSION shall document in writing via this AGREEMENT or subsequent Supplemental Agreement(s) the use of USER Excess Fiber, sharing of USER video feeds, use of USER DMS, and/or other USER ITS resources. This AGREEMENT shall contain in the Appendices specific details of the type, number, and location of resources to be covered under this AGREEMENT.

b. **USER:** USER shall document in writing via this AGREEMENT or subsequent Supplemental Agreement(s) the use of COMMISSION Excess Fiber, sharing of COMMISSION video feeds, use of COMMISSION DMS, and/or other COMMISSION ITS resources. This AGREEMENT shall contain in the Appendices specific details of the type, number, and location of resources to be covered under this AGREEMENT.

4. **Equipment Installation.**

If USER wishes to install any equipment at COMMISSION's TMC to access video feeds or other information, USER is solely responsible for any costs related to the purchase and installation of said equipment. COMMISSION personnel shall determine at what location within its TMC said equipment is to be placed, and COMMISSION reserves the right to inspect all installation(s) of said equipment. Under no circumstances shall the placement and installation of any USER equipment interfere with COMMISSION TMC equipment or activities of COMMISSION TMC personnel. The responsibility for the service, maintenance, and upkeep of USER-installed equipment is exclusively that of the USER unless otherwise indicated in the Appendices. USER must give COMMISSION TMC management twenty four (24) hours written advance notice of any routine maintenance/repair visits or four (4) hours voice notice of a visit for emergency repairs of USER equipment. COMMISSION reserves the right to schedule any such visit(s) at a time and in a manner which does not interfere with COMMISSION TMC operations. USER assumes any and all liability for the cost of repair of any damage to

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COMMISSION's system caused in any manner by the installation, servicing, or maintenance of USER equipment or by said equipment once installed. USER staff at the COMMISSION TMC shall be under the general direction of the COMMISSION TMC Manager for routine conduct, privileges, and protocols within the TMC. If COMMISSION determines any USER equipment must be relocated, USER agrees to move or alter same at its own expense and in compliance with COMMISSION's TMC schedule. Upon removal of such equipment for any reason, including termination of the AGREEMENT, USER shall be responsible for placing affected COMMISSION TMC space or equipment in as close to its condition as reasonably possible as it was prior to USER's equipment installation.

The provisions and requirements of this Section shall apply to COMMISSION in the event COMMISSION installs COMMISSION equipment at USER's location(s) under the terms of this AGREEMENT.

The provisions and requirements of this Section shall also apply to the COMMISSION's and USER's Tower Sites that are included as part of this AGREEMENT and as outlined in Appendix B.

**5. Revocation.**

If the use of any system resource(s) is granted by either Party to the other Party, and that resource(s) is needed by the granting Party at any time and for any reason, the other Party will be so notified in writing by the granting Party and requested to terminate use of the needed resource(s) within three (3) months of the written request, unless the resource(s) in question is fiber. If the resource(s) in question is fiber, then a preliminary notification shall be submitted in writing by the granting Party to the other Party six (6) months prior to a twelve (12) month request to vacate, thereby providing eighteen (18) months' notice.

**6. Compensation.**

COMMISSION and USER agree that neither Party will charge the other for the use of system resources covered in this AGREEMENT.

**7. Guarantees.**

Neither COMMISSION nor USER guarantees the uninterrupted access to fiber, the quality or continuity of video images or data, or the availability of dynamic message signs or messages. Any reliance on the COMMISSION's fiber, CCTV, or DMS shall be at the sole risk of the USER. Any reliance on the USER's fiber, CCTV, or DMS shall be at the sole risk of the COMMISSION.

**8. Video Images.**

COMMISSION and USER agree that neither Party will record video images except for staff training, safety, or traffic study purposes, and that no videotapes will be made available to USER under this AGREEMENT; that COMMISSION will maintain exclusive ownership and control of the information and images released from the CCTV system to USER; that neither Party to this AGREEMENT shall use video feeds to focus on vehicle license plates, drivers, and/or other means of personal identification of individuals involved in any traffic-related incident; that no image shall focus on any property or person outside the COMMISSION or USER right-of-way; and that all images shall be used only for traffic-related or emergency response activities by either Party to this AGREEMENT.

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**9. Dynamic Message Sign Messages.**

COMMISSION shall have sole authority to determine what messages may be displayed on COMMISSION-owned DMS. USER agrees to post on the COMMISSION DMS only messages which are in compliance with the DMS Message Policy provided to USER by COMMISSION. USER shall have sole authority to determine what messages may be displayed on USER-owned DMS. COMMISSION agrees to post on the USER DMS only messages which are in compliance with the DMS Message Policy provided to COMMISSION by USER. Identified Message Type priority levels, such as Amber Alerts, shall be listed in Appendix D: DMS Details.

**10. Maintenance and Limitation of Damages.**

COMMISSION and USER agree that each will be responsible for maintaining its own facilities within its own right-of-way. COMMISSION and USER agree that each will be responsible for performing utility locates for its own facilities within its right-of-way on behalf of the other Party needing such locates. COMMISSION and USER understand and agree that accidental cuts and dig-ups may occur causing damage to COMMISSION and/or USER facilities. Neither Party shall be liable for incidental or consequential damages or downtime arising from accidental cuts or dig-ups. Neither Party shall be liable to the other for incidental or consequential damages or downtime arising from network or system downtime caused by equipment failures, downtime, maintenance, or configuration of the other Party's system.

**11. Relocation.**

COMMISSION and USER agree that each shall be responsible for all costs of relocation and for performing such relocation activities of its own fiber optic systems, CCTV cameras, dynamic message signs, and other ITS resources. COMMISSION and USER agree to each use its best efforts to avoid the need for relocation.

**12. Sovereign Immunity.**

Each Party hereto agrees that it shall be solely responsible for the wrongful or negligent acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity under state statutes.

**13. Term and Termination.**

The term of this Memorandum of Agreement shall continue for as long as COMMISSION and/or USER continue to use each other's system resources or until this AGREEMENT is terminated. This AGREEMENT may be terminated for any reason or no reason by either Party upon thirty (30) days' written notice or under the relevant revocation, relocation, or equipment removal terms herein.

**14. Assignment.**

This Memorandum of Agreement is intended for the exclusive privilege and benefit of the undersigned Parties; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning Party the immediate right to termination, unless approved, in advance, by written instrument executed by both Parties. It is specifically agreed between COMMISSION and USER that the video, audio, and data received under this AGREEMENT is limited to use in TMCs only by the non-owning Party and is not for public or third-party use unless approved in writing by both Parties or unless ordered for release by a court of competent jurisdiction.

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**20. Designated Agents.**

**COMMISSION:**

Name: Robert W. Dean, Jr.  
Title: State Traffic Engineer  
MDOT  
P.O. Box 1850  
Jackson, MS 39215-1850  
Telephone: 601-359-1454  
Facsimile: 601-359-5918

**USER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**20. Entire Agreement.**

This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the Parties relating thereto.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MISSISSIPPI TRANSPORTATION COMMISSION  
BY AND THROUGH THE DULY-AUTHORIZED  
EXECUTIVE DIRECTOR OF THE MISSISSIPPI  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
*Larry L. "Butch" Brown, Executive Director*

ATTEST:

\_\_\_\_\_  
SECRETARY TO THE COMMISSION

*(Affix Seal)*

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**15. Copyright.**

The copyright to all video, audio, data, or any other information provided or generated by COMMISSION's equipment shall belong to the COMMISSION.

**16. Limitations.**

This AGREEMENT in no way limits or restricts COMMISSION or USER from providing video, audio, or data feeds or any other information owned or controlled by each respective Party to other potential users. The COMMISSION shall own all video, audio, data, and any other information provided or generated by its equipment, regardless of the resources or communications path(s) utilized. The USER shall own all video, audio, data, and any other information provided or generated by its equipment, regardless of the resources or communications path(s) utilized.

**17. No Third-Party Beneficiary.**

COMMISSION and USER agree that no provisions of any part of this AGREEMENT are intended to establish in favor of either Party, the public, or any member thereof, the rights of a third-Party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory Party to this AGREEMENT to enforce this AGREEMENT. The duties, obligations, and responsibilities of COMMISSION and USER with respect to third parties shall remain as imposed by law.

**18. Contact Information.**

Each Party agrees to provide the other with a list of technical contacts and manager(s) who may be contacted at any time regarding the resources that are being shared under this AGREEMENT and to update that list as necessary to maintain its currency.

**19. Liability.**

COMMISSION and USER each agree to be responsible for any and all liability and expense, including defense costs and legal fees, caused by the negligent or wrongful act or omission of itself, its agents, officers, and employees, in the use, possession, or dissemination of information made available from this AGREEMENT to the extent that such liability may be imposed upon a Party, including but not limited to, personal injury, bodily injury, death, property damage, and/or injury to privacy or reputation.

The liability obligations assumed by the Parties pursuant to this AGREEMENT shall survive the termination of the AGREEMENT as to any and all claims including, without limitation, liability for any damages to a Party's property or for personal injury, bodily injury, death, property damage, or injury to personal reputation or privacy occurring as a proximate result of information made available from the sharing of resources outlined in this AGREEMENT.

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WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

USER: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

*(Affix Seal)*

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**Appendix A: Fiber Resource Details:**

(A map must be attached if multiple sections are included).

**Granted to COMMISSION by USER**

**Location Start:**

**Location End:**

**Buffer Tubes:**

**Fibers:**

**Granted to USER by COMMISSION**

**Location Start:**

**Location End:**

**Buffer Tubes:**

**Fibers:**

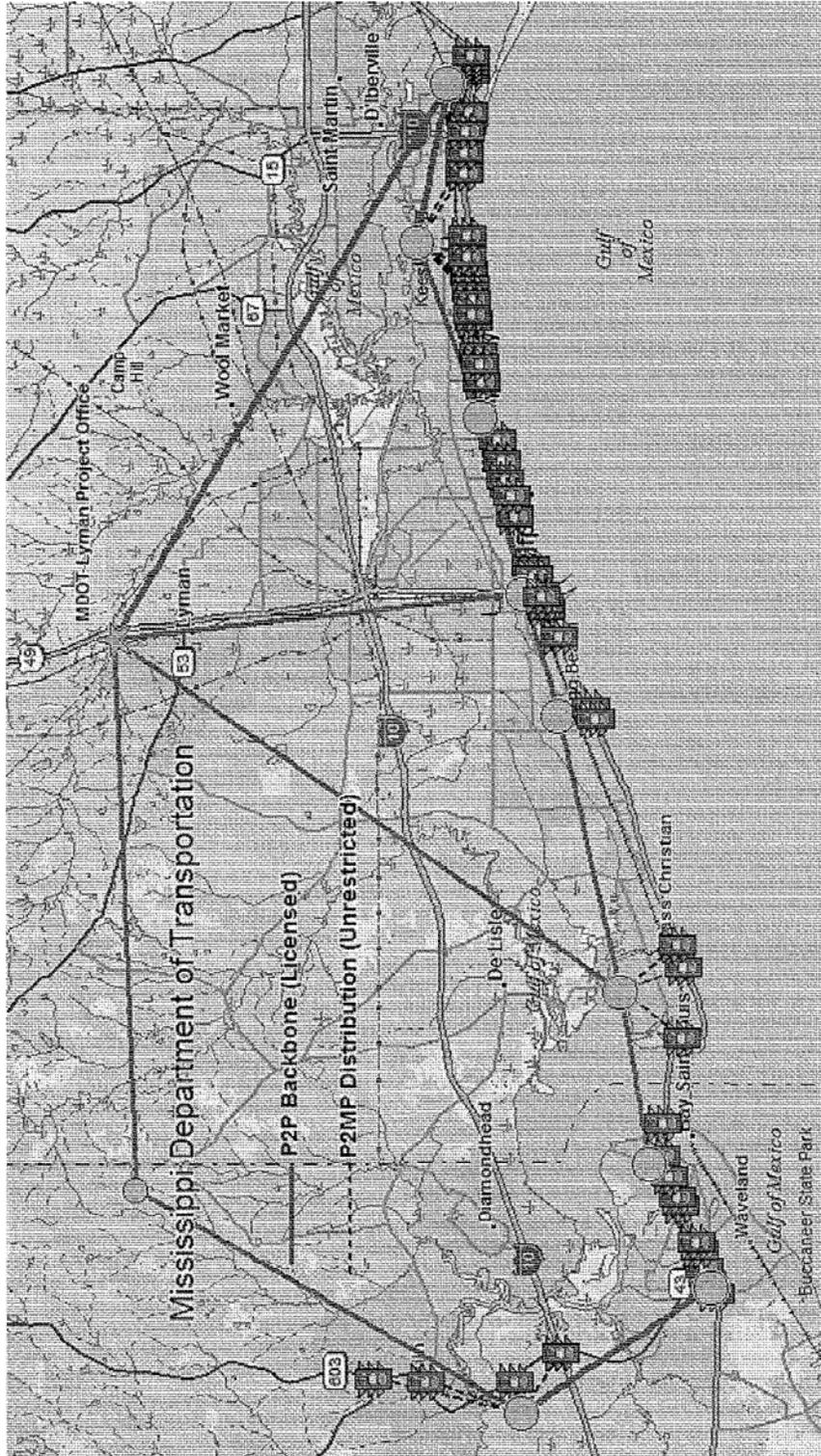
By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Appendix A is not signed above by both Parties, the sharing of fiber is not included in this AGREEMENT.

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APPENDIX A



Traffic Signal Improvements  
U.S. Hwy 90 – Long Beach/Pass Christian  
ER-NH-0003-01(103) / FMS 104569/301000 & 311000

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**Appendix B: Wireless Equipment and Tower Details:**

<b>Connection Location and Description: XXXX Wireless Link</b>	
<b>USER Towers:</b> Long Beach	<b>COMMISSION Towers:</b> Lyman Project Office
<b>Radios:</b>	<b>Radios:</b>
<b>Frequencies:</b> 11 GHz 4.9 GHz 900 MHz	<b>Frequencies:</b> 11 GHz
<b>Tower Height for Antenna(s)</b>	<b>Tower Height for Antennas</b>
As high as possible, prefer top of tower	300 feet
<b>Equipment Cabinet</b>	<b>Equipment Cabinet</b>
Two 28x24x35 Equipment cabinets	12 x 12 Communications Hut
<b>Location</b>	<b>Location</b>
<b>Power Service Requirements</b>	<b>Power Services Requirements</b>
Separate MDOT Power Meter unless city agrees to provide power.	
<b>Other:</b>	<b>Other:</b>

See attached Request for Occupancy Application.  
See attached coverage maps.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Appendix B is not signed above by both Parties, the sharing of wireless equipment and/or towers is not included in this AGREEMENT.

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1772 Taliaferro Trail Montgomery, AL 36117  
(334) 819-1025 Fax (334) 819-1026

**ANTENNA SITE APPLICATION / REQUEST FOR OCCUPANCY**

Please complete the following application for the site you are interested in constructing or installing upon. This information is used to assess occupancy suitability and for preparation of the Antenna Site Lease.

**LESSEE:**

NAME: Mississippi Department of Transportation

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: (334)819-1030 or (601)359-1454

FAX: (334)819-1026 or (601)946-6145

POINT OF CONTACT: Jon Gifford or Mike Stokes

PHONE# (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

WHO WILL SIGN THE LEASE? NAME: N/A TITLE: \_\_\_\_\_

ENTITY TYPE: (PARTNERSHIP, CORPORATION, ETC.) \_\_\_\_\_

**SITE INFO:**

NAME OF ANTENNA SITE REQUESTED: Long Beach Water Tower SITE NO.: \_\_\_\_\_

ADDRESS: N Nicholson Ave

CITY/STATE/ZIP: Long Beach/MS/39560

COORDINATES: Latitude: N 30 21' 32.27" Longitude: W 89 8' 49.19"

FCC License: Call Sign: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**[LESSEE SITE NAME AND NUMBER, IF DIFFERENT:]**

TECHNOLOGY TYPE YOU WILL BE UTILIZING THIS SITE FOR:  CELLULAR  BROADCASTING

LAND MOBILE  PCS  PAGING  TV  WIRELESS DATA

OTHER (please specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Lessee owned antenna(s) OR  Multiplexer port of Lessor's antenna

TO BE MOUNTED  CURRENTLY MOUNTED: Link Name: Stennis Water Tower  
Total # of Antennas: 1 # of Feedlines: 1  
Ant #1: Transmit: 11 GHz Receive: 11 GHz  
Mounting Height: Mounted on Hand Rail Tower leg: N/A Weight: 60 lbs.  
Antenna Mfg/Model: Wave SP4-10.7 Length: 4' Diameter  
Antenna Mount: N/A Weight: N/A lbs.  
Feedline Mfg/Type: LMR-400 Diameter: 5/8"

TO BE MOUNTED  CURRENTLY MOUNTED: Link Name: Harry St Water Tower  
Total # of Antennas: 1 # of Feedlines: 1  
Ant #2: Transmit: 11 GHz Receive: 11 GHz  
Mounting Height: Mounted on Hand Rail Tower leg: N/A Weight: 60 lbs.  
Antenna Mfg/Model: Wave P4-10.7 Length: 4' Diameter  
Antenna Mount: N/A Weight: N/A lbs.  
Feedline Mfg/Type: LMR-400 Diameter: 5/8"

TO BE MOUNTED  CURRENTLY MOUNTED: Link Name: Harry St Water Tower  
Total # of Antennas: 1 # of Feedlines: 1  
Ant #3: Transmit: 6 GHz Receive: 6 GHz  
Mounting Height: Mounted on Hand Rail Tower leg: N/A Weight: 60 lbs.  
Antenna Mfg/Model: Wave P6-10.7 Length: 6' Diameter  
Antenna Mount: N/A Weight: N/A lbs.  
Feedline Mfg/Type: LMR-400 Diameter: 5/8"

TO BE MOUNTED  CURRENTLY MOUNTED: Link Name: Waveland 900 Distribution  
Total # of Antennas: 3 # of Feedlines: 3  
Ant #4-7: Transmit: 902-928 MHz Receive: 902-928 MHz  
Mounting Height: Mounted on Hand Rail Tower leg: N/A Weight: 4 lbs(ea)  
Antenna Mfg/Model: Tek-803 Length: 4' Panel  
Antenna Mount: N/A Weight: N/A lbs.  
Feedline Mfg/Type: LMR-400 Diameter: 5/8"

TO BE MOUNTED  CURRENTLY MOUNTED: Link Name: Waveland 4.9 Distribution  
Total # of Antennas: 3 # of Feedlines: 3  
Ant #8-10: Transmit: 4.9 GHz Receive: 4.9 GHz  
Mounting Height: Mounted on Hand Rail Tower leg: N/A Weight: 34 lbs(ea)  
Antenna Mfg/Model: ALV-4.9 Length: 2' Panel  
Antenna Mount: N/A Weight: N/A lbs.  
Feedline Mfg/Type: Outdoor Cat5e Diameter: 5/8"

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CURRENTLY INSTALLED:  LESSEE'S BUILDING/PAD  LESSOR'S BUILDING/PAD

TO BE INSTALLED:  LESSEE'S BUILDING/PAD  LESSOR'S BUILDING/PAD

Equipment Mfg/Model: \_\_\_\_\_ Digital: \_\_\_\_\_ Analog: \_\_\_\_\_

Type (Terminal, Transmitter, Repeater, etc.): Transceiver

# of Cabinets: 2 Cabinet Dimensions: (W 28" x D 24" x H 35")

**POWER REQUIREMENTS**

Power Requirements (Voltage): \_\_\_\_\_ Volts AC BTU Requirements: \_\_\_\_\_

Required AC Breaker Amps: 20 Amps AC Line Voltage: 120 Volts

Transmit Power of Equipment: \_\_\_\_\_ Watts Effective Radiated Power (ERP): \_\_\_\_\_ Watts

Maximum AC Current Draw @ Given Line Voltage: \_\_\_\_\_ Amps

**CHANNELS / FREQUENCIES**

# of Channels / Frequencies: \_\_\_\_\_

Transmit Frequencies (List each channel): 6GHz, 11GHz, 4.9GHz, 900GHz (Specific Channels TBD)

Receive Frequencies (List each channel): 6GHz, 11GHz, 4.9GHz, 900GHz (Specific Channels TBD)

Filters/Duplexers: N/A GPS: N/A

**TOWER CREW**

Company Name: InLine Solutions

Contact Name: Jon Gifford Phone #: (334)819-1030 Fax #: (334)819-1026

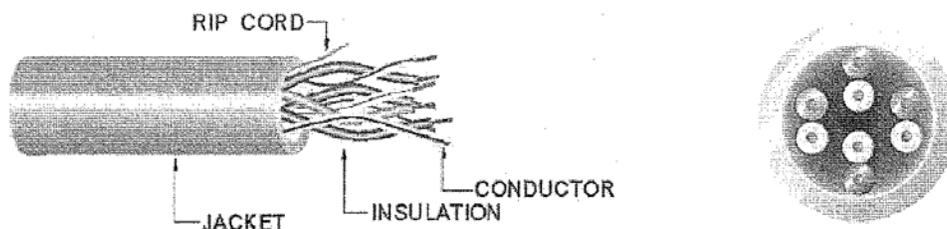
DATE OF ANTICIPATED INSTALL: "To Be Determined" (OR) NOW INSTALLED? DATE INSTALLED: \_\_\_\_\_

ADDITIONAL COMMENTS OR INSTRUCTIONS: Cabinets to be installed at base of tower on uni-strut mounted between two vertical poles. Poles will be installed directly in to ground. No pad required.

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---

**CATEGORY 5E OUTDOOR RATED UTP**



**Description:**

CMX-Outdoor, Premise Horizontal Cable, 4 Pair UTP, 350MHz Category 5E, HDPE Insulation, Riser Rated, 24AWG Solid Bare Copper, Polyolefin Insulation, UV & Oil Resistant PVC Jacket, Sequential Marking at One (or Two) Foot Intervals.

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**Physical Characteristics:**

**Conductor:**

Conductor Material	Bare Copper
Thickness	24AWG
Stranding	Solid
Number of Pairs	4
Total Number of Conductors	8

**Insulation:**

Insulation Material	HDPE (High Density Polyethylene)
Nom. Insulation Wall Thickness	0.008inch

**Pair Color Code Chart:**

1. Blue, White/Blue	2. Orange, White/Orange
3. Green, White/Green	4. Brown, White/Brown

**Outer Jacket:**

Outer Jacket Material	ANTI-UV PVC
Outer Jacket Ripcord	According to Customer Request
Min. Thickness	.02 inch
Average Thickness	.022 inch
Outer Jacket Ripcord	Yes
Jacket Color:	Black/UV

---

# Minutes of June 3, 2008

## Mayor and Board of Aldermen

**Overall Nominal Diameter:**  
Overall Nominal Diameter 0.21 inch

**Mechanical Characteristics:**  
Operating Temperature Range -20°C to +60°C  
Bulk Cable Weight 23 lbs./1000ft  
Max. Recommended Pulling Tension 25lbs.  
Min. Bend Radius (Install) 1 Inch

**Applicable Specifications and Agency Compliance:**

**Standards:**  
NEC/(UL) Specification CMX-Outdoor, UL 444  
IEC Specification ISO/IEC 11801 Category 5e  
TIA/EIA Specification ANSI-TIA/EIA 568B.2 Category 5e

**Flame Test:**  
UL Flame Test CMX-Outdoor, UL 1686 Riser  
C(UL) Flame Test CMX  
CSA Flame Test FT4

**Electrical Characteristics:**  
Nom. Mutual Capacitance 58 pF/m  
Conductor Resistance Max. 92.8 Ohm/Km at 20°C  
Dielectric Strength MIN AC 1.5 KV  
Spark Test 2.5 KV  
DC Resistance Unbalance 5% Max.  
Pair-to-Ground Capacitance Unbalance Max. 3300pF/km  
Insulation Shrinkback 150mm 121±1°C HR≤9.5mm  
Cold Bend Test -20°C 4 Hours No Cracking  
AC Leakage Current Through Overall Jacket AC 1500V ≤10mA  
Structural Return Loss 350MHz Min 8.6dB  
Characteristic Impedance 1~350MHz 100±15 Ohm  
Propagation Delay 350MHz Max 536ns/100m  
Delay Skew 1~350MHz Max 30ns/100m  
Max. Operating Voltage, UL 300V RMS

Insulation	Unaged	Tensile Strength	2500psi
		Elongation	200%
	Aged	Tensile Strength	2200psi (100°C for 48 hours)
		Elongation	180% (100°C for 48 hours)
Jacket	Unaged	Tensile Strength	2500psi
		Elongation	200%
	Aged	Tensile Strength	2200psi (100°C for 48 hours)
		Elongation	75% (100°C for 48 hours)

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**Electrical Characteristics:**

Frequency (MHz)	Max. Attenuation (db/100m)	Min. NEXT (db)	Min. ACR (db)	Min. PSNEXT (db)	Min. PSACR (db)	Min. Return Loss (db)	Min. PSELFEXT (db)	Min. ELFEXT (db)
1	2.0	75.3	73.3	73.3	71.3	20.0	64.8	67.8
4	3.8	68.3	62.5	64.3	60.5	23.0	52.7	55.7
8	5.4	61.8	56.4	58.8	54.4	24.5	46.7	49.7
10	6.0	60.3	54.3	58.3	52.3	25.0	44.8	47.8
16	7.6	57.3	49.7	55.3	47.7	25.0	40.7	43.7
20	8.5	55.8	47.3	53.8	45.3	25.0	38.7	41.7
25	9.6	54.3	44.8	52.3	42.7	24.3	36.8	39.8
31.25	10.7	52.8	42.2	50.9	40.2	23.8	34.9	37.9
62.5	15.5	48.4	32.9	46.4	30.9	21.5	28.8	31.8
100	19.9	45.3	25.4	43.3	23.4	20.1	24.8	27.8
155	25.3	42.5	17.2	40.5	15.2	18.8	20.9	23.9
200	29.2	40.6	11.6	38.8	9.6	18.8	18.7	21.7
250	33.0	39.3	N/A	37.3	N/A	18.0	16.8	19.8
300	36.6	38.2	N/A	36.2	N/A	18.8	15.2	18.2
350	42.6	32.2	N/A	32.2	N/A	17.0	12.9	9.9

**Packaging:** Easy Pull Box

**Jacket Marking:**

TRT E224758 (UL) C(UL) CMX UTP 4PR 24AWG VERIFIED UV CAT5E 350MHz TIA/EIA-568B.2 STANDARD FT4 ETL CMR VERIFIED 999FT..... TO 001FT

**Note:**

Applications: Ultra High performance LAN cable suitable for Audio Data, Video Transfer for outdoor network applications. (Industrial Ethernet, Harsh Environments, 155ATM, 622ATM, NTSC/PAL Component or Composite Video, AES/EBU Digital Video, RS-422, Noisy Environment, RJ45 Compatible, CMX-Outdoor).

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## LMR-400 CABLE

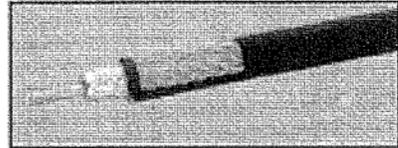
### Construction Specifications

Part Designation	Material	Inches	MM
Inner conductor	Solid BCCAl	0.108	2.74
Dielectric	Foam polyethylene	0.285	7.24
Outer conductor	Aluminum Tape	0.291	7.39
Overall braid	Tinned Copper	0.320	8.13
Standard Jacket	Black polyethylene	0.405	10.29

### Environmental Specifications

Installation temperature range	-40/+135°F	-40/+85°C
Storage temperature range	-94/+135°F	-70/+85°C
Operating temperature range	-40/+135°F	-40/+85°C

Electrical Specifications	Accessories				
Consult factory for applications over 6 GHz.					
Cutoff frequency	18.2 GHz	Tool Type	Part Number	Description	
Velocity of propagation	85%	Crimp Tool	HX-4	Crimp Handle	
Voltage withstand	2,500 VDC	Crimp Dies	Y1719	.423" Hex Dies	
Peak Power	16 kW	Crimp Tool	CT-400300	Crimp tool for LMR-400	
DC resistance		Crimp Rings	CR-400	Crimp rings for TC/EZ-400	
Inner conductor, ohms	1.39/1,000'	4.53Ω/m	Strip Tool	ST-400EZ	For Crimp connectors
Outer conductor, ohms	1.65/1000'	5.41Ω/m			
Jacket break	8,000 VRMS				
Impedance	50 ohms				
Capacitance	23.9 pF/ft	78.40 pF/m			
Inductance	0.080 uH/ft	0.20 uH/m			
Shielding effectiveness	>90 dB				
Phase stability	<10 ppm/°C				



### Connectors

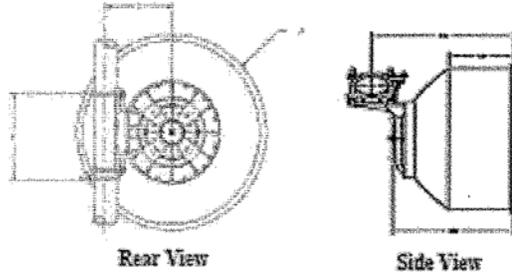
Frequency	Attenuation dB/100 ft	Avg. Power dB/100m	Avg. Power kW	Interface	Description	Part Number	Outer Contact	Finish*
30 MHz	0.7	2.2	3.3	NMale	Straight Plug	TC-400-NM	Crimp	N/G
50 MHz	0.9	2.9	2.8	NMale	Straight Plug	EZ-400-NMH	Crimp	S/G
150 MHz	1.5	5.0	1.5	NFemale	Straight Jack	EZ-400-NF	Crimp	N/G
220 MHz	1.9	6.1	1.2	TNC Male	Straight Plug	TC-400-TM	Crimp	N/S
450 MHz	2.7	8.9	0.83	TNC Male	Straight Plug	EZ-400-TM	Crimp	N/S
900 MHz	3.9	12.8	0.58	SMAMale	Straight Plug	TC-400-SM	Crimp	N/G
1500 MHz	5.1	16.8	0.44					
1800 MHz	5.7	18.8	0.40					
2000 MHz	6.0	19.8	0.37					
2500 MHz	6.8	22.2	0.33					
5800 MHz	10.8	35.5	0.21					

\*Finish metals: N-Nickel, S-Silver, C-Cold, SS-Brushless Steel, A-Aluminum

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**ANTENNA DIMENSIONS (DETAIL)**  
 HP Series: 3' (0.9m), 4' (1.2m), 6' (1.80m) & 8' (2.40m)

3' and 4' views

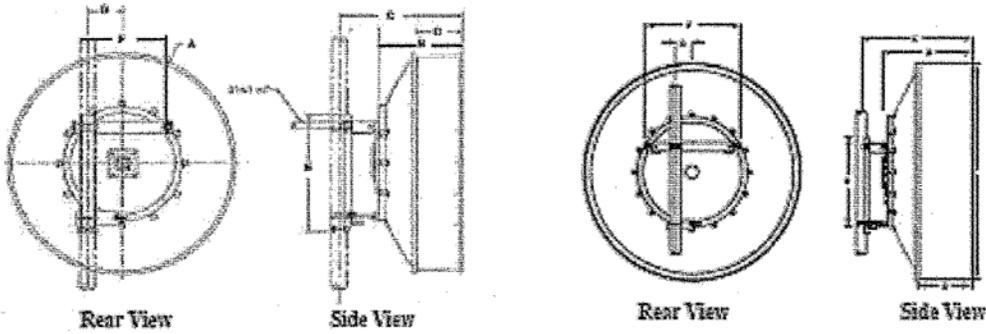


Rear View

Side View

6' view

8' view



Rear View

Side View

Rear View

Side View

\*Dimensions = inches (cm)

Diameter	A	B	C	D	E	F	G
3 ft (0.9m)	28.0 (96.5)	17.1 (43.4)	20.1 (51.0)	9.3 (23.8)	17.0 (43.1)	N/A	13.4 (34.0)
4 ft (1.2m)	50.0 (127.0)	25.2 (64.0)	28.1 (71.4)	16.0 (40.6)	17.0 (43.1)	N/A	13.4 (34.0)
6 ft (1.8m)	70.0 (177.8)	28.0 (83.0)	33.0 (93.5)	14.0 (35.5)	21.0 (53.3)	29.5 (74.9)	11.0 (27.9)
8 ft (2.4m)	99.3 (252.2)	48.0 (116.8)	58.0 (147.3)	32.0 (81.3)	44.3 (112.5)	44.0 (111.8)	7.0 (17.8)

**Adjustment Ranges:**

**Azimuth:** Coarse 360°      **Elevation:** Fine ±10° (±5° @ 8 ft model only)  
 Fine ±10° (±5° @ 8 ft model only)

Dimensions based on 4.5" (11.4 cm) pipemast. Mount designed to attach to a 4.5" (11.4 cm) vertical pipemast.

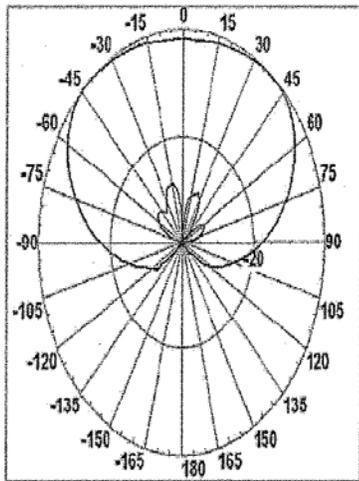
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## 4.9-5.35GHz 15dBi 120deg Vertical Pol. Base Station Antenna

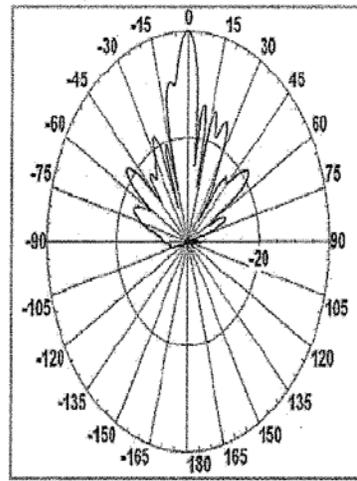
ELECTRICAL				
REGULATORY COMPLIANCE	ETSI EN 302 085 V1.1.2 (2001-02)			
FREQUENCY RANGE	4.9 - 5.35GHz			
GAIN	15 dBi (min)			
VSWR	1.7 : 1 (max)			
12dBi AZIMUTH BEAMWIDTH	120° (typ)			
POLARIZATION	Linear Vertical			
ELEVATION BEAMWIDTH	6° (typ)			
SIDELOBES LEVEL	4.9-5.1 ETSI EN 302 085 V1.1.2 (2001-2006) CS1-CS3 5.15-5.35GHz -10dB (max)			
CROSS POLARIZATION	4.9-5.1 ETSI EN 302 085 V1.1.2 (2001-2006) CS1-CS3 5.15-5.35GHz -18dB (max)			
F/B RATIO	ETSI EN 302 085 V1.1.2, CS3.			
INPUT IMPEDANCE	50 (ohm)			
INPUT POWER	6W (max)			
LIGHTNING PROTECTION	DC Grounded			
MECHANICAL				
DIMENSIONS (LxWxD)	550x250x17mm (max)			
WEIGHT	1.8kg (max)			
CONNECTOR	N-Type Female			
RADOME	Plastic			
BASE PLATE	Aluminum with chemical conversion coating			
OUTLINE DRAWING	See page 2			
MOUNTING KIT	MT-120019			
ENVIRONMENTAL				
TEST	STANDARD	DURATION	TEMPERATURE	NOTES
LOW TEMPERATURE	IEC 68-2-1	72 h	-55°C	-
HIGH TEMPERATURE	IEC 68-2-2	72 h	+71°C	-
TEMP. CYCLING	IEC 68-2-14	1 h	-45°C +70°C	3 Cycles
VIBRATION	IEC 60721-3-4	30 min/axis	-	Random4M5
SHOCK MECHANICAL	IEC 60721-3-4	-	-	4M5
HUMIDITY	ETSI EN300-2-4 T4.1E	144 h	-	95%
WATER TIGHTNESS	IEC 529	-	-	IP54
SOLAR RADIATION	ASTM G53	1000 h	-	-
FLAMMABILITY	UL 94	-	-	Class HB
SALT SPRAY	IEC 68-2-11 Ka	500 h	-	-
ICE AND SNOW	-	-	-	25mm Radial
WIND SPEED SURVIVAL	-	-	-	220 Km/h
OPERATION	-	-	-	160 Km/h
WIND LOAD SUR. FRONT TH.	-	-	-	39.3 kg
SIDE TH	-	-	-	2.7kg

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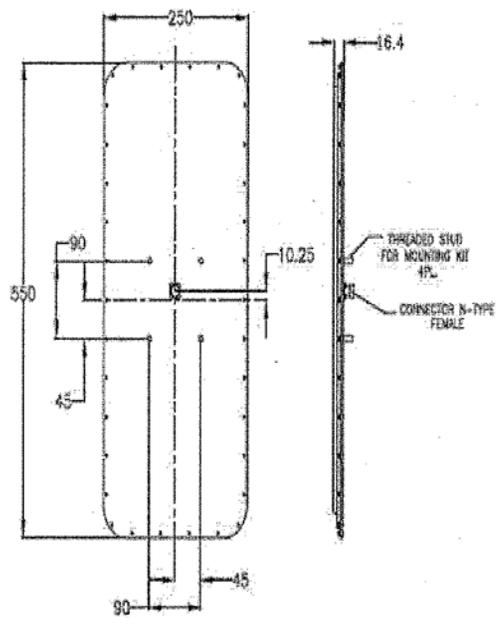
Azimuth Radiation Pattern  
Midband Freq. 5.15 GHz



Elevation Radiation Pattern  
Midband Freq. 5.15 GHz

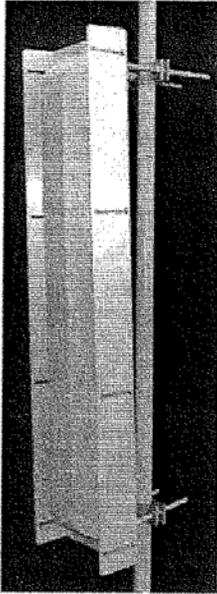


Dimensions [mm]



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The TA-803 adjustable sector is a broadband dipole array, enclosed in an aluminum base with an ASA UV stabilized radome for superior performance and weatherability. Extremely low side lobes, an adjustable azimuth pattern and up to 15 degrees of mechanical downtilt make this a remarkably versatile antenna.

### Electrical Specifications

**Frequency Range:** 806-896, 824-896, 890-960 MHz  
**Gain:** 12.5 dBd @ 60°, 11 dBd @ 90°  
           10.75 dBd @ 105°, 10.5 dBd @ 120°  
**VSWR:** 1.5:1 max. 1.35:1 typical  
**Front to Back Ratio:** 25 dB min. 30 dB typical  
**Polarization:** Vertical  
**Power Rating:** 500 Watts  
**H-Plane Beamwidth:** 60, 90, 105, 120 degrees  
**E-Plane Beamwidth:** 18 degrees  
**Electrical Downtilt:** 0°, 4°, 6°, 8°, 10°, 18°  
**Cross Pol. Discrimination:** 20 dB min.  
**Impedance:** 50 ohms nominal  
**Termination:** N female (7/16 optional)

Typical mid band values. (For details, contact factory)  
Specifications subject to change without notice

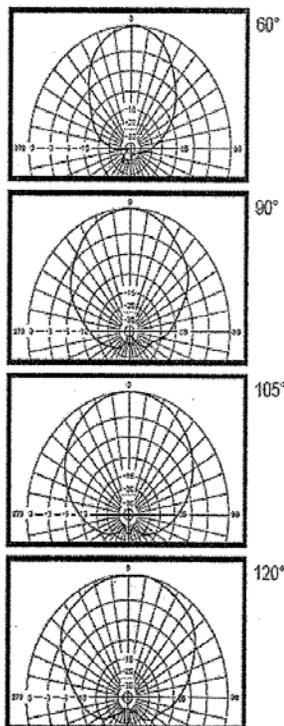
### Mechanical Specifications

**Length:** 48 in. (1220 mm)  
**Width:** 13 in. (330 mm)  
**Depth:** 8 in. (203 mm)  
**Weight (Incl. Clamps):** 34 lb. (15.4 kg)  
**Rated Wind Velocity:** 125 mph (200 km/h)  
**Hor. Thrust at rated wind:** 269 lb. (122.1 kg)  
**Mechanical Tilt:** 0 - 15 degrees (w/ TMC-104)  
**Mounting (O.D.):** 1.75 - 4.0 in. (44.5 - 102 mm)

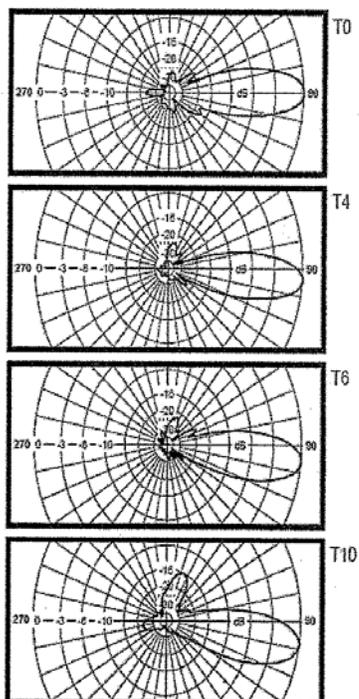
### Materials

**Radiating Elements:** Irridited aluminum  
**Reflector:** Irridited aluminum  
**Radome:** Gray UV stabilized ASA  
**Clamps:** HDG steel

H-Plane



E-Plane

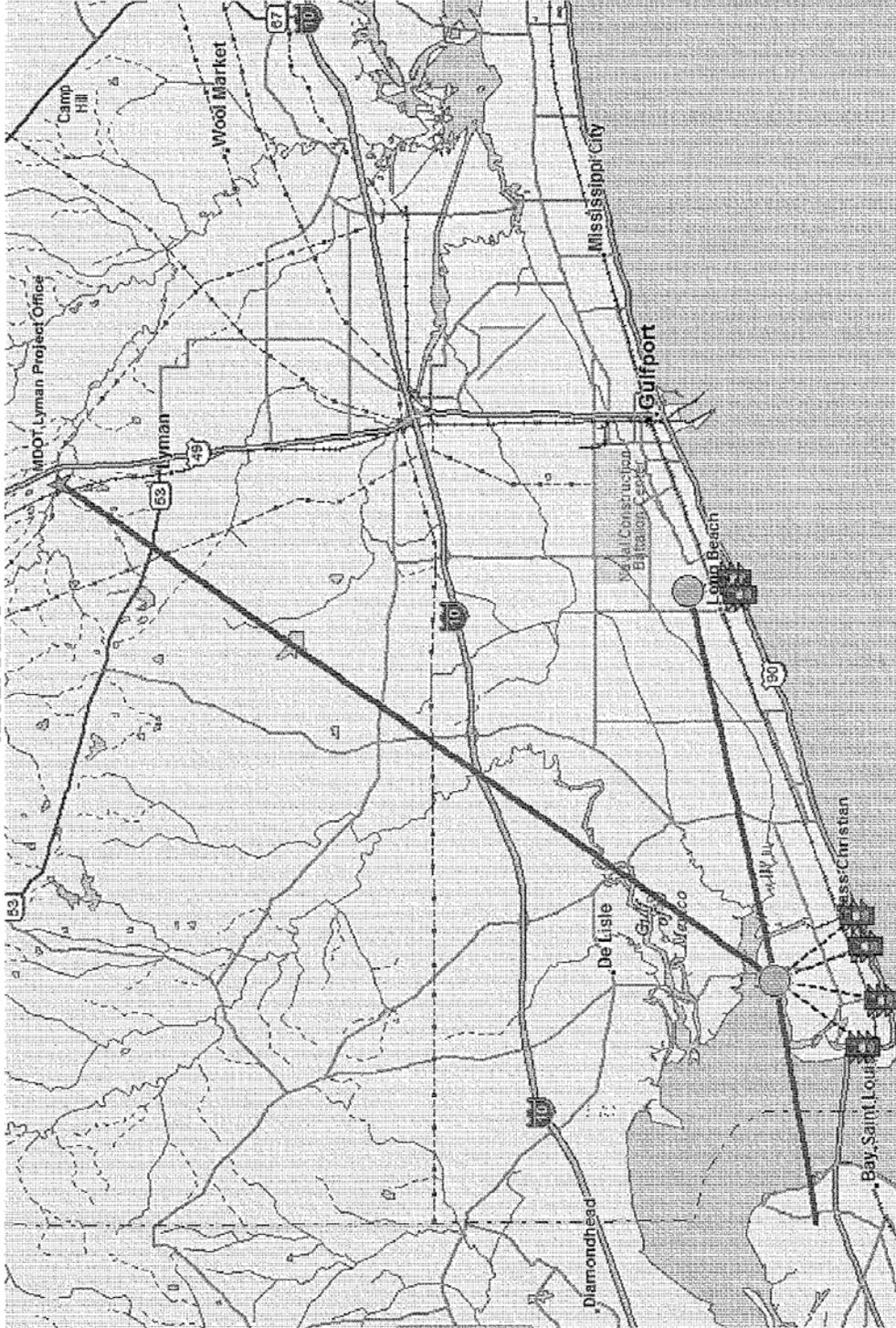


Rev. 1.3

2005-02-15

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Mayor and Board of Aldermen

APPENDIX B



Traffic Signal Improvements  
U.S. Hwy 90 – Long Beach/Pass Christian  
ER-NH-0003-01(103) / 104569/301000 & 311000

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Mayor and Board of Aldermen**

**Appendix C: Center to Center (C2C) Connectivity Resource Details:**

**Connection Location and Description:**

<b>USER Modems</b>	<b>COMMISSION Modems</b>
<b>Ports:</b>	<b>Ports:</b>
<b>Other:</b>	<b>Other:</b>

**Connection Location and Description:**

<b>USER Network Switch</b>	<b>COMMISSION Network Switch</b>
<b>Ports:</b>	<b>Ports:</b>
<b>Firewall</b>	<b>Firewall</b>
<b>Settings:</b>	<b>Settings</b>
<b>Other:</b>	<b>Other:</b>

**Connection Location and Description:**

<b>USER Equipment other than Modems or Network Switch</b>	<b>COMMISSION Equipment other than Modems or Network Switch</b>
<b>Ports:</b>	<b>Ports:</b>
<b>Other:</b>	<b>Other:</b>

**Traffic Data:**

<b>USER Tables/Data Type Details:</b>	<b>COMMISSION Tables/Data Type Details:</b>
	Traffic Count data from Video Detection units through MSTraffic.com

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Appendix C is not signed above by both Parties, C2C Connectivity is not included in this AGREEMENT.

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**Appendix D: CCTV Details:**

**USER CCTV  
PTZ Cameras**

**Fixed Cameras**

**COMMISSION CCTV  
PTZ Cameras  
Hwy 90 @ Cleveland**

**Fixed Cameras**

**Note: Access to camera views will be initially provided through MSTRaffic.com. Raw video can be provided to the City after Center to Center connectivity has been established. No local license of Cameleon 360 is required initially.**

COMMISSION will provide \_\_\_ license copy(ies) of Cameleon 360 surveillance software or comparable for CCTV camera control as part of this AGREEMENT to USER as long as this AGREEMENT remains active and is not revoked. Such copies of shared software license(s) shall remain the property of the COMMISSION. If this AGREEMENT is terminated or revoked, all such copies of shared software license(s) shall be returned to the COMMISSION and any use of such copies and of the shared software license(s) by the USER shall be terminated immediately.

License Number(s):  
\_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Appendix D is not signed above by both Parties, the sharing of CCTV is not included in this AGREEMENT.

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**Appendix E: DMS Details:**

**USER DMS**

**COMMISSION DMS**

**USER Message Type Priorities**

**COMMISSION Message Type Priorities**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Appendix E is not signed above by both Parties, the sharing of Dynamic Message Sign control is not included in this AGREEMENT.

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**Mayor and Board of Aldermen**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1431**

**CODE: (SP)**

**DATE: 08/01/07**

**SUBJECT: Radio Interconnect**

**PROJECT: ER-NH-0003-01(103) / 104569/301000 & 311000-- District 6**

Bidders are hereby advised that the following Radio Interconnect Modifications specifications will be required on this project.

**Radio Interconnect Modifications**

**Scope of Work:** The Mississippi Department of Transportation desires to implement a high capacity, high speed wireless RF Data network capable of providing a minimum redundant 100 Mbps, full duplex, connection between fixed repeater (backbone) distribution sites and a minimum of 1.5 Mbps Non-Line-Of-Sight (NLOS) distribution system to all specified traffic intersection locations. The radio channel infrastructure must be designed to support the full requirements of these specifications. **The wireless RF Data network installed under this project (ER-NH-0003-01(103)) must be fully and completely compatible with the wireless network being installed in Hancock County under Project# ER-NH-0003-01(109).** MDOT would like to utilize license restricted frequencies for the fixed repeaters (backbone) and license free spectrum for the NLOS distribution system to the intersections. It is expected that the system will transmit data over standard conventional radio channels. The overall NLOS distribution system will be used to interconnect a minimum of 54 traffic signal locations and provide Ethernet capability at each intersection. MDOT is not specifying a specific technology or mix of technologies. A variety of frequency bands can be used. The RF infrastructure provided in this project must cover all intersections as listed in this Notice to Bidders and provide communications back to a central controller located at the MDOT Lyman Project Office, 16499 Highway 49, Saucier, MS 39574. The system must be expandable to cover future intersections which MDOT may choose to add at a future date.

**Project Locations/Sites:** Predictable and consistently reliable RF communications coverage shall be required for all MDOT intersections and tower (backbone) locations. A general map that illustrates the desired overall coverage area is included in this Notice to Bidders, Appendix A. Appendix B, illustrates the specific coverage area required for this phase of the overall Highway 90 project and this specific Notice to Bidders. The Mississippi Department of Transportation will supply limited information on the suggested sites but it will be the Contractor's responsibility to forecast coverage from these sites using their own methods. These forecasts must meet MDOT's requirements for the desired system coverage and future growth. Elements of consideration should include current tower heights as opposed to required and/or desired tower heights. MDOT strongly recommends using existing state radio towers and/or city owned water towers as repeater backbone locations. The Contractor is not limited to the MDOT suggested tower locations in this Notice to Bidders. It is the responsibility of the Contractor to select the tower locations that will guarantee MDOT the desired system coverage outlined in these specifications.

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## Mayor and Board of Aldermen

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Notice to Bidders No. 700 -- Cont'd.

However, MDOT must approve all new tower site additions and/or required tower site replacements. MDOT will negotiate any necessary agreements and access permits with the local municipalities. It is also the Contractor's responsibility to determine the number of radio channels needed to meet the minimum system requirements. The Mississippi Department of Transportation will not be liable for any costs incurred by the Contractor in preparing a response to these specifications. The Contractor will submit a response at his own risk and expense.

The Contractor is responsible for the RF link performance. If the RF coverage performance of the installed system does not meet the requirements of these specifications, the Contractor will modify or otherwise cause the system to meet the minimum requirements at no cost, directly or indirectly, to the Mississippi Department of Transportation, and must state a time commitment for correcting such a condition.

### Intersection Locations:

Harrison County Highway 90 intersection locations, in Long Beach & Pass Christian, that must support a minimum of 1.5 Mbps transfer rate:

- |              |                |
|--------------|----------------|
| • Beach Park | Long Beach     |
| • Cleveland  | Long Beach     |
| • Jeff Davis | Pass Christian |
| • Wal-Mart   | Pass Christian |
| • Market     | Pass Christian |
| • Henderson  | Pass Christian |
| • Bay View   | Pass Christian |

### Suggested Tower Locations:

- |                                   |                |
|-----------------------------------|----------------|
| • West Past Christian Water Tower | Pass Christian |
| • Long Beach Water Tower          | Long Beach     |

**Documentation:** The Contractor must provide in their response to this bid a Conceptual Design, System Diagrams, Product Specification sheets, and list of any proposed Subcontractors for the proposed Radio Interconnect system. The Conceptual design should include, but is not limited to, a narrative outline of the hardware, software, technology, and vendor alliances that will be needed to implement the proposed system. System Diagrams will be included in the package illustrating the following interconnections:

- General overview of the RF repeater (backbone) distribution hardware configuration and coverage area.
- General overview of the RF NLOS distribution hardware configuration and coverage area.

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All documents and drawings must be professionally drafted, clear, and legible. Contractor must provide an electronic copy of all documents and drawings.

MDOT reserves the right to accept or reject the proposed Conceptual Design at its sole discretion.

**References:** The Contractor must be a reputable, established, and financially stable provider of wireless networks and must be a licensed Competitive Local Exchange Carrier (CLEC) and have held CLEC license for at least the last three years with no interruption in licensure.

**The Contractor must provide in their response to this bid a references from at least three (3) government entities that are currently utilizing a RF wireless solution based on the same technology as that proposed by the Contractor and which the Contractor has implemented in the last three (3) years.**

**Training:** 120 hours of training and assistance shall be provided for operations, testing, and maintenance of the Radio Interconnect Systems.

\*\*\*\*\*

There came on for consideration a letter from, R. Carl Ennis, as follows:

**Minutes of June 3, 2008  
Mayor and Board of Aldermen**

Board of Aldermen  
Box 929  
Long Beach, Ms. 39560

May 13, 2008

Ladies & Gentlemen,

My wife, Margaret Skellie grew up in Long Beach, and in 1994 we purchased the homeplace on Girard Ave. She died there in early 2005.

Delayed by Katrina, I would like now to put up a suitable memorial. I would like to donate a memorial bench to one of the parks in the vicinity. We especially enjoyed taking grandchildren to the park on Church St. We were married in the Methodist Church across from the park.

This will be a 5' heavy duty bench made of re-cycled plastic inscribed: "In Loving Memory of Margaret Skellie Ennis". I would appreciate your advice as to color and placement location of the bench.

Thank you for your consideration of this request.

Sincerely,

  
R. Carl Ennis

Upon discussion, Alderman McNary made motion seconded by Alderman Notter and unanimously carried to accept the donation of the bench in memory of Margaret Skellie Ennis for the Church Street Park, under the supervision of Recreation Director Bob Paul and Derrel Wilson, Project Manager, Utility Partners, LLC, as to color and placement.

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There came on for consideration the firing range, Beatline Road, owned and operated by Don Evans. Discussion was held regarding the concerns of neighbors in

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the area and Mr. Evans assertion that the firing range was "grandfathered" when annexed. It was determined that the operation of a firing range in the city limits violates city ordinances and is illegal; and that the area has developed significantly since annexation. Mr. Evans has enlisted the assistance of the National Rifle Association (NRA) for inspection to ensure that the range is safe and up to standard range specifications and is willing to implement some changes and/or upgrades.

After considerable debate and discussion, Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to enforce city ordinances and issue a cease and desist order to Mr. Evans for the firing range, until such time as a report is received from the NRA for further consideration at that time.

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Receipt of the Interlocal Agreement by and between Harrison County and the City of Long Beach as approved by the State Attorney General was noted for the record.

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There came on for consideration standing water and mosquitoes in the drainage ditch south of the High School and drainage problems with flooding on Roddy Circle.

After considerable discussion, Alderman Notter made motion seconded by Alderman Anderson and unanimously carried authorizing the expenditure of approximately \$6,500.00, labor and materials, to improve the conditions in and around the drainage ditch, south of the High School; and authorizing the expenditure of approximately \$2,500.00 to improve the flow of water and alleviate flooding on Roddy Circle.

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There came on for discussion the matter of dead and damaged trees on Highway 90.

After considerable discussion, Alderman Boggs made motion seconded by Alderman Anderson and unanimously carried authorizing the Mayor to correspond with the Mississippi Department of Transportation (MDOT), requesting that a representative meet with the Mayor and Board of Aldermen to provide information regarding the accountability of contractors in the damage and destruction of trees; the replacement of dead trees; the restoration and care of damaged trees; and future plans for the cultivation and hydration of trees on Highway 90.

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Be it remembered that at a duly constituted meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 3<sup>rd</sup> day of June, 2008, Alderman Lishen moved the adoption of the following Resolution, subject to the availability of sufficient funds:

**A RESOLUTION OF THE CITY OF LONG BEACH, MISSISSIPPI ACCEPTING APPRAISED VALUES ON CERTAIN PROPERTIES HERETOFORE AUTHORIZED FOR ACQUISITION AND AUTHORIZING VIRGIL G. GILLESPIE TO OFFER SUCH VALUES TO PROPERTY OWNERS; AUTHORIZING THE CLERK TO MAKE PAYMENT OF SUCH AMOUNTS TO PROPERTY OWNERS; AND, AUTHORIZING PAYMENT OF CERTAIN EXPENSES ASSOCIATED THEREWITH.**

WHEREAS, on November 7, 2006, a Resolution was enacted declaring private property to be necessary for the public use and resolving to employ and authorize Virgil G. Gillespie, Attorney at Law, on behalf of the City of Long Beach, Mississippi, to negotiate acquisition of property to be used to widen and improve certain roads and bridges and, if necessary, to file and prosecute suit for eminent domain pertaining to such bridge widening projects on Pineville Road and Klondike Road; and,

WHEREAS, Virgil G. Gillespie, on behalf of the City of Long Beach, employed Sidney L. Cullifer, Jr. to make appraisals, but prior to concluding such appraisals, Mr. Cullifer departed this earth; and ,

WHEREAS, Virgil G. Gillespie, acting pursuant to the above mentioned Resolution, employed Alan Purvis to appraise the property to determine fair market value and he employed Mike Purvis as the review appraiser, both Mike Purvis and Alan Purvis being duly licensed Real Estate Appraisers; and,

WHEREAS, Alan Purvis has estimated just compensation for the acquisition for the fee simple title for each such property and Mr. Gillespie has recommended that the City approve such appraisals and authorize him to offer and pay, if accepted, such sums to property owners; and,

WHEREAS, Mr. Gillespie has requested permission to seek payment for his services to date and for the services of Mike Purvis and Alan Purvis and for permission to proceed to acquire all said parcels for the appraised value; and,

WHEREAS, the City Clerk should be authorized to issue checks to property owners and any other interested party for the conveyance of their rights and required property interests for the appraised values as herein set forth; and

WHEREAS, since November 7, 2006, there has been a change of ownership in certain parcels, which change in ownership should be reflected on the records of the City; and,

WHEREAS, this Resolution identifies the owner, the property and the fair market value for the taking of a part of the owner's property as set forth therein.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

## Minutes of June 3, 2008 Mayor and Board of Aldermen

Section 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the City of Long Beach, Mississippi, and the Resolution of November 7, 2006 is re-adopted and fully ratified.

Section 2. That the employment of Alan Purvis as appraiser and Mike Purvis as review appraiser is hereby confirmed, ratified and approved.

Section 3. That the appraised value of each property, as hereafter set forth, found and determined by Alan Purvis and reviewed by Mike Purvis, be, and they are hereby accepted as the values to be offered to and paid to property owners for the acquisition of their property for the public use.

Section 4. That Virgil G. Gillespie be, and he hereby is, authorized on behalf of the City of Long Beach, Mississippi, to make offers of the appraised value to each property owner, and upon receiving the proper conveyances and title documents, the Clerk is hereby authorized to issue a check to each such property owner, with no further action required on behalf of the Mayor and Board of Aldermen.

Section 5. That should negotiations fail, Mr. Gillespie is authorized to file suit as heretofore authorized and all such authority heretofore given is repeated, reiterated and re-enacted.

Section 6. The properties to be acquired for the public use, the ownerships thereof and the appraised fair market value to be offered to each property owner is as follows:

(1) Owner: Southern Paradise, LLC

Part of Tax Parcel No. 0611N-04-006.000

DESCRIPTION: (Parcel P1) A parcel of land located in Lot 53 of the Henderson-Shipman-Hughes Partition of the Bartholomew Pellerin Grant, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

BEGINNING at a point situated on the present Northeasterly margin of Pineville Road with the East line of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 12 West, if land had been regularly surveyed by the United States into Congressional Subdivision, said point also being North 34 degrees 25 minutes 38 seconds East a distance of 20.00 feet from station 3+01.82 of project Pineville Road at Canal Number 1-Bridge "B" and thence run North 00 degrees 16 minutes 44 seconds East a distance of 30.21 feet to a point; thence run North 55 degrees 34 minutes 22 seconds West a distance of 82.54 feet to a point; thence run along a curve to the right with a radius of 455.00 feet a distance of 41.51 feet, ( chord bearing and distance = North 52 degrees 57 minutes 33 seconds West, 41.50 feet ); thence run North 50 degrees 20 minutes 44 seconds West a distance of 96.35 feet to a point situated on the

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Southeasterly margin of Canal #1; thence run South 32 degrees 54 minutes 24 seconds West along said Southeasterly margin a distance of 27.45 feet to a point situated on the present Northeasterly margin of Pineville Road; thence run South 50 degrees 16 minutes 10 seconds East along said Northeasterly margin a distance of 39.64 feet to a point; thence run South 52 degrees 55 minutes 44 seconds East along said Northeasterly margin a distance of 99.09 feet to a point; thence run South 55 degrees 34 minutes 22 seconds East along said Northeasterly margin a distance of 97.71 feet to the point of beginning. Said parcel contains 5,844.3 square feet, more or less. Said parcel is also described as being located in the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 12 West if land had been regularly surveyed by the United States into Congressional Subdivision.

Appraised Value: \$27,000.00

- (2) Owner: Board of Trustees of the Long Beach School District  
Part of Tax Parcel No. 0611L-04-001.000

DESCRIPTION: (Parcel P2) A parcel of land located in Lot 53 of the Henderson-Shipman-Hughes Partition of the Bartholomew Pellerin Grant, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

BEGINNING at a point situated on the present Northeasterly margin of Pineville Road with the Northwesterly margin of Canal #1, said point also being North 39 degrees 39 minutes 16 seconds East a distance of 17.78 feet from station 5+70.10 of project Pineville Road at Canal Number 1-Bridge "B"; thence from said point of beginning run North 32 degrees 54 minutes 24 seconds East a distance of 27.41 feet to a point; thence run North 50 degrees 20 minutes 44 seconds West a distance of 47.11 feet to a point; thence run along a curve to the right with a radius of 1,955.00 feet a distance of 75.78 feet, ( chord bearing and distance = North 49 degrees 14 minutes 06 seconds West, 75.78 feet ) to a point; thence run North 48 degrees 07 minutes 29 seconds West a distance of 87.14 feet to a point; thence run South 41 degrees 52 minutes 31 seconds West a distance of 25.10 feet to a point situated on the present Northeasterly margin of Pineville Road; thence run South 48 degrees 04 minutes 41 seconds East along said Northeasterly margin a distance of 84.98 feet to a point; thence run South 48 degrees 17 minutes 14 seconds East along said Northeasterly margin a distance of 99.70 feet to a point; thence run South 50 degrees 16 minutes 10 seconds East a distance of 29.60 feet to the point of beginning. Said parcel contains 5,455.8 square feet, more or less. Said parcel is also described as being located in the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 12

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West if land had been regularly surveyed by the United States into Congressional Subdivision.

Appraised Value: \$5,500.00

- (3) Owner: Coast TV Cable, Inc. and/or Cable One, Inc.

Part of Tax Parcel No. 0611M-01-004.002

DESCRIPTION: (Parcel P4) A parcel of land located in Lot 53 of the Henderson-Shipman-Hughes Partition of the Bartholomew Pellerin Grant, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

BEGINNING at an iron rod situated on the present Southwesterly margin of Pineville Road with the Northwesterly margin of Canal #1, said point also being South 39 degrees 39 minutes 16 seconds West a distance of 22.99 feet from station 5+70.82 of project Pineville Road at Canal Number 1-Bridge "B"; thence from said point of beginning run South 53 degrees 50 minutes 20 seconds West a distance of 12.39 feet to a point; thence run North 50 degrees 20 minutes 44 seconds West a distance of 46.57 feet to a point; thence run along a curve to the right with a radius of 2,035.00 feet a distance of 78.88 feet, ( chord bearing and distance = North 49 degrees 14 minutes 06 seconds West, 78.88 feet ) to a point; thence run North 41 degrees 52 minutes 31 seconds East a distance of 14.84 feet to a point situated on the present Southwesterly margin of Pineville Road; thence run South 48 degrees 17 minutes 14 seconds East along said Southwesterly margin a distance of 98.34 feet to a point; thence run South 48 degrees 46 minutes 05 seconds East along said Southwesterly margin a distance of 29.63 feet to the point of beginning. Said parcel contains 1,748.3 square feet, more or less. Said parcel is also described as being located in the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 12 West if land had been regularly surveyed by the United States into Congressional Subdivision.

Appraised Value: \$49,000.00

- (4) Owners: Armol J. Davidson and wife, Gladys Myra Davidson

Part of Tax Parcel No. 0611M-01-001.000

DESCRIPTION: (Parcel P6) A parcel of land located in Lot 53 of the Henderson-Shipman-Hughes Partition of the Bartholomew Pellerin Grant, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of Lot 17 of Seal's Subdivision of the East 1/2 of Sections 11 and 12, in Township 8 South, Range 12 West, and thence run South 00 degrees 16 minutes 44 seconds West a distance of 7.76 feet to a point on

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the present Southwesterly margin of Pineville Road; thence run North 56 degrees 57 minutes 49 seconds West along said Southwesterly margin a distance of 24.90 feet to the POINT OF BEGINNING, said point also being South 34 degrees 25 minutes 38 seconds West a distance of 20.00 feet from station 3+00 of project Pineville Road at Canal Number 1-Bridge "B"; thence from said point of beginning, run North 63 degrees 59 minutes 39 seconds West a distance of 102.42 feet to a point; thence run along a curve to the right with a radius of 535.00 feet a distance of 48.81 feet, ( chord bearing and distance = North 52 degrees 57 minutes 33 seconds West, 48.79 feet ); thence run North 50 degrees 20 minutes 44 seconds West a distance of 79.45 feet to a point on the apparent Southeasterly margin of Canal #1; thence run North 53 degrees 50 minutes 20 seconds East along said Southeasterly margin a distance of 13.12 feet to a point on the present Southwesterly margin of Pineville Road; thence run South 50 degrees 16 minutes 10 seconds East along said Southwesterly margin a distance of 23.62 feet to a point; thence run South 52 degrees 55 minutes 44 seconds East along said Southwesterly margin a distance of 100.94 feet to a point; thence run South 55 degrees 34 minutes 22 seconds East along said Southwesterly margin a distance of 100.46 feet to the point of beginning. Said parcel contains 2,552.1 square feet, more or less.

Appraised Value: \$10,200.00

(5) Owner: Mississippi Power Company

Part of Tax Parcel No. 0611K-01-003.000

DESCRIPTION: ( K1) A parcel of land located in Fractional Section Twelve (12), Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of Fractional Section Twelve (12), Township 8 South, Range 12 West, being the intersection of Commission Road and Klondyke Road and thence run South 00 degrees 15 minutes 08 seconds East along the centerline of project "Klondyke Road at Canal #1-Bridge "A", a distance of 419.72 feet to Station 8+14.80; thence run South 89 degrees 44 minutes 52 seconds West a distance of 25.20 feet to an iron rod set on the present west margin of Klondyke Road for the POINT OF BEGINNING; thence from said point of beginning continue South 89 degrees 44 minutes 52 seconds West a distance of 24.80 feet to an iron rod set; thence run South 00 degrees 15 minutes 08 seconds East a distance of 289.42 feet to a point in the centerline of canal #1; thence run North 64 degrees 16 minutes 43 seconds East along said centerline of canal #1 a distance of 26.14 feet to a point on the present west margin of Klondyke Road; thence run North 00 degrees 00 minutes 20 seconds West along the present west

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margin of Klondyke Road a distance of 278.18 feet to the point of beginning.  
Said parcel contains 6,864.2 square feet, more or less.

Appraised Value: \$13,700.00

- (6) Owner: Frank K. Olaivar and Sheryl Olaivar

Part of Tax Parcel No. 0611K-01-025.000

DESCRIPTION: (K2) A parcel of land located in Fractional Section Twelve (12), Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of Fractional Section Twelve (12), Township 8 South, Range 12 West, being the intersection of Commission Road and Klondyke Road and thence run South 00 degrees 15 minutes 08 seconds East along the centerline of project "Klondyke Road at Canal #1-Bridge "A", a distance of 732.52 feet to Station 5+01.99; thence run South 89 degrees 44 minutes 52 seconds West a distance of 19.77 feet to an iron rod set on the present west margin of Klondyke Road and the south margin of canal #1 for the POINT OF BEGINNING; thence from said point of beginning run South 65 degrees 08 minutes 35 seconds West along the south margin of canal #1 a distance of 33.25 feet to an iron rod set; thence run South 00 degrees 15 minutes 08 seconds East a distance of 45.45 feet to an iron rod set; thence run South 11 degrees 00 minutes 27 seconds East a distance of 101.81 feet to an iron rod set on the south line of property of Matt Thomas; thence run North 89 degrees 37 minutes 37 seconds East along the south line of Matt Thomas a distance of 11.44 feet to an iron rod set on the present west margin of Klondyke Road; thence run North 00 degrees 19 minutes 44 seconds West along the present west margin of Klondyke Road a distance of 159.29 feet to the point of beginning. Said parcel contains 3,673.4 square feet, more or less.

Appraised Value: \$11,000.00

- (7) Owner: Margurite Schaeffer Cuevas

Part of Tax Parcel No. 0611J-01-034.000

DESCRIPTION: (K3) A parcel of land located in Fractional Section Thirteen (13), Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being a part of Parcel 4 as shown on a Certificate of Re-subdivision by the Long Beach Planning Commission recorded as Instrument No. 2007 6033 D-J1 and being more particularly described as follows:

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Commencing at the Northwest (N.W.) corner of Fractional Section Thirteen (13), Township 8 South, Range 12 West, being the intersection of Commission Road and Klondyke Road and thence run South 00 degrees 15 minutes 08 seconds East along the centerline of project "Klondyke Road at Canal #1-Bridge "A", a distance of 419.72 feet to Station 8+14.80; thence run North 89 degrees 59 minutes 47 seconds East a distance of 25.00 feet to an iron rod set on the present east margin of Klondyke Road and the north line of property of Marguerite Cuevas for the POINT OF BEGINNING; thence from said point of beginning run North 89 degrees 36 minutes 54 seconds East along the north line of Marguerite Cuevas a distance of 20.00 feet to an iron rod set; thence run South 00 degrees 15 minutes 08 seconds East a distance of 466.60 feet to an iron rod set on the north margin of Ray Road; thence run North 88 degrees 54 minutes 35 seconds West along the north margin of Ray Road a distance of 20.01 feet to an iron rod set on the present east margin of Klondyke Road; thence run North 00 degrees 15 minutes 08 seconds West along the present east margin of Klondyke Road a distance of 466.08 feet to the Point of Beginning. Said parcel contains 9,326.8 square feet, more or less.

Appraised Value: \$18,700.00

Section 6. This Resolution shall take effect and be in force from and after its adoption.

Alderman Notter seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor Pro-Tempore, the result was as follows:

Alderman Richard Notter	Voted: Aye
Alderman Richard Burton	Voted: Aye
Alderman Charles A. Boggs	Voted: Aye
Alderman Carolyn Anderson	Voted: Aye
Alderman Allen D. Holder, Jr.	Voted: Present, Not Voting
Alderman Mark Lishen	Voted: Aye
Alderman Joseph McNary	Voted: Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor Pro-Tempore declared the motion carried and the resolution adopted and approved this, the 3<sup>rd</sup> day of June, 2008.

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APPROVED:

\_\_\_\_\_  
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Notter made motion seconded by Alderman Anderson and unanimously carried to adjourn until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Allen D. Holder, Jr., At-Large

\_\_\_\_\_  
Alderman Charles A. Boggs, Ward 1

\_\_\_\_\_  
Alderman Richard Notter, Ward 2

\_\_\_\_\_  
Alderman Richard Burton, Ward 3

\_\_\_\_\_  
Alderman Joseph McNary, Ward 4

\_\_\_\_\_  
Alderman Mark Lishen, Ward 5

\_\_\_\_\_  
Alderman Carolyn Anderson, Ward 6

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca E. Schruff, City Clerk